

Document No. 106

Whitney Agreement to Lease, w/ Thos. O'Connor

This Agreement made on the 3<sup>RD</sup> day of JUNE 1960,  
between BOSTON REDEVELOPMENT AUTHORITY, a public body politic and  
corporate, duly organized and existing under the laws of the Commonwealth  
of Massachusetts which, together with any successor public authority desig-  
nated by, or pursuant to, law, is herein called "the Authority", and Thomas  
O'Connor & Co., Inc. with offices in the City of Cambridge, Commonwealth  
of Massachusetts, herein called "the Redeveloper",

WITNESSETH THAT:

WHEREAS, in furtherance of the objectives of Chapter 121 of the  
General Laws of said Commonwealth the Authority proposes to undertake a  
program for the clearance of premises in the Roxbury section of Boston,  
Suffolk County, Massachusetts, bounded generally by Huntington Avenue,  
Longwood Avenue, St. Alphonsus Streets, Tremont Street and Worthington  
Street, which premises are herein called "the Project Area"; and

WHEREAS, the Authority has approved a plan herein called "the  
Redevelopment Plan" providing for the clearance and redevelopment of the  
Project Area and the future uses of the land comprising it, duplicate copies  
of which plan have been marked "Schedule A" and initialed and exchanged by  
the parties; and

WHEREAS, the Authority believes that the redevelopment of the Project  
Area pursuant to the Redevelopment Plan and the fulfillment generally of this  
Agreement and the intention set forth herein are in the best interests of the  
City of Boston, herein called "the City", and the health, safety, morals, and  
welfare of its residents in accordance with the public purposes and provisions  
of applicable laws; and



WHEREAS, the Authority, on the basis of the foregoing and the undertakings of the Redeveloper pursuant to this Agreement, is willing to lease a portion of the Project Area in accordance with the provisions of the Redevelopment Plan and this Agreement.

NOW THEREFORE, each of the parties hereto, for and in consideration of the Agreement of the other party hereto, hereby covenants and agrees that:

#### ARTICLE I

Subject to all the terms, covenants and conditions of this agreement, the Authority will lease to a Massachusetts corporation to be organized by the Redeveloper as hereinafter set forth under the provisions of Chapter 121A of the Massachusetts General Laws, herein called the "121A Corporation", a portion of the Project Area. Said lease, herein called "the Lease", shall be in the form attached hereto marked "Schedule B" and the portion of the Project Area to be leased hereunder is described in Schedule C attached hereto. Prior to the delivery of the lease, the Authority shall deliver to the Redeveloper an accurate physical engineering survey of the premises described in said Schedule C certified to by competent professional engineers together with a metes and bounds description based upon such survey and which shall be attached to said lease as Schedule A thereof. The amount to be filled in in the blank on Page 2 of the lease shall be determined by the Federal Housing Administration and shall be filled in prior to the delivery of the lease. Duplicate counterparts of the lease shall be executed and delivered within ten (10) days after the Authority has given written notice to the Redeveloper under Article 3 hereof when it has accomplished the taking and the



clearance and preparation of the premises described in Schedule C. Said lease shall demise a good and clear record and marketable title to the leasehold estate thereunder for the full term described in said lease free and clear of all encumbrances and restrictions. The Authority shall at the time of the execution of the lease deliver to the Redeveloper a duplicate copy of the title certification prepared by its examiner.

## ARTICLE 2

### Formation of 121A Corporation and obtaining of Financing Commitments

The Redeveloper shall exercise due diligence to:

- (a) Organize and obtain a charter for the 121A Corporation;
- (b) Obtain

(1) from a bank or insurance company a commitment or commitments to lend to the Redeveloper or its nominee a sum sufficient to finance the cost to the Redeveloper of the construction of improvements on the premises described in Schedule C in accordance with the provisions of Article 4 hereof;

(2) from the Federal Housing Administration a commitment to insure such financing under the provisions of Section 220 of the National Housing Act of 1954; and

(3) from the Federal National Mortgage Association a commitment to purchase the note evidencing such financing and the mortgage of the leasehold interest under said Lease securing such note.

Promptly after a charter for the 121A Corporation has been issued and such commitments have been obtained, the Redeveloper will give written notice of such fact to the Authority. If on or before February 15, 1961

- (a) such charter has not been obtained, or



(b) such commitments have not been obtained, or

(c) the Authority has not received possession of the necessary funds for financial aid from the City of Boston in order for the Authority to carry out the Redevelopment Plan and in order for it to perform its obligations under this agreement and deliver the Lease herein referred to; then either party may at any time while said charter of financial commitments have not been obtained, or the necessary funds for financial aid have not been received by the Authority, or the Redeveloper has not obtained the approval of the State Housing Board of its 121A Corporation, elect to cancel this agreement by giving written notice of such election to the other party, and in such event, unless within thirty (30) days after the giving of such notice said charter or said financial commitments or the funds of such financial aid have been received by the Authority or the approval has been procured of the 121A Corporation by the State Housing Board, this agreement shall be considered void and without recourse to either party and the security deposit referred to in Article 6 hereof shall be returned to the Redeveloper; Provided however, that if the Redeveloper shall have failed to exercise reasonable efforts and use due diligence to obtain the 121A Charter and necessary financial and mortgage commitments said security deposit shall be retained by the Authority as full and complete liquidated damages as provided in Article 6 hereof;

In connection with the foregoing conditions the Authority does warrant and represent to the Redeveloper by the execution of this agreement that all necessary action and approvals required by Chapter 121 of the Massachusetts General Laws have been procured by it from the



Boston City Council and the State Housing Board except the actual transfer of funds to it pursuant to the Co-Operation Agreement between the City and the Authority (and except such approval as may be required by the State Housing Board and the Boston City Council, if necessary, in connection with the approval and formation of the Chapter 121A Corporation that shall be caused to be organized by the Redeveloper, it being understood that procurement of approval of the formation of the Chapter 121A Corporation shall be the obligation of the Redeveloper and not the Authority).

### ARTICLE 3

Promptly after (i) the Redeveloper has given notice as provided in Article 2 that the charter of the 121A Corporation has been issued and the commitments referred to in said Article 2 have been obtained, (ii) the Authority has received the necessary funds for the performance of this agreement by it then the Authority shall use due diligence to take the Project Area by eminent domain and thereafter to clear and prepare it for the purposes of the Redevelopment thereof in accordance with the terms of the Redevelopment Plan. In any event, such taking shall be completed within two (2) years after all the events designated in (i) and (ii) of this Article have occurred and such clearing and preparation of the premises described in Schedule C shall be completed within said two (2) year period.

The clearance and preparation of the Project Area referred to above shall consist of the performance by the Authority or by the City of all demolition, clearance and street and utility work substantially as outlined in the Redevelopment Plan and shall include, without limitation, the following:



(a) The demolition and removal to grade of all existing buildings, structures and obstructions on the Project Area and the removal of any debris resulting from such demolition;

(b) The removal of all paving, sidewalks, curbs, gutters and utility lines, facilities and related equipment within or on the Project Area which are to be eliminated or removed pursuant to the Redevelopment Plan;

(c) Such filling, roughgrading and leveling of the land (but not including filling with topsoil or landscaping) as shall be necessary to make it ready for construction of the improvements to be made thereon by the Redeveloper, it being intended that such filling, roughgrading and leveling shall conform generally to the respective surface elevations of the land prior to the demolition of the buildings and structures thereon.

The Authority shall, without expense to the Redeveloper or public assessment by the Authority or by the City against the Project Area, and prior to the completion of the improvements as provided in Article 4, provide for or cause the City to provide for:

(a) the vacating of present streets, alleys and other public rights of way and the dedication of new streets and other public rights of way in or abutting the Project Area in accordance with the Redevelopment Plan,

(b) the paving and improving in accordance with the usual technical specifications and standards of the City of such public streets (including the installation of gutters, curbs, catch basins and street lighting) and sidewalks as are to be provided pursuant to the Redevelopment Plan, and



(c) the installation and relocation of such drains and sewer and water mains (exclusive in each case of service lines between such mains and lines and the building to be constructed by the Redeveloper) as are to be installed or relocated pursuant to the Redevelopment Plan.

Promptly after the completion of the taking of the Project Area and the clearance and the preparation of the premises described in Schedule C, the Authority shall give written notice thereof to the Redeveloper and promptly after construction shall have commenced on Parcel 1 of the Project Area the Authority shall give like written notice to the Redeveloper.

The Authority agrees to defend, save harmless and indemnify the Redeveloper from all claims arising on account of any injury or damage to any person or property which occurs on any portion of the Project Area that has been taken by the Authority pursuant to the provisions of this Article 3, or on the sidewalks and ways adjacent to such portion, provided such injury or damage occurs prior to the time when such portion is leased pursuant to the provisions of this Agreement.

If the Authority shall for any reason have failed to take the Project Area or to clear and prepare the leased premises as provided above, or construction shall not have commenced on Parcel 1 of the Project Area as above referred to then the Redeveloper may elect to cancel this Agreement by giving written notice to the Authority within twenty (20) days after the occurrence of such failure, and in such event the security deposit made hereunder by the Redeveloper shall be forthwith returned, the Redeveloper shall be under no further liability hereunder and, provided that it has used due diligence to perform its obligations hereunder, the Authority shall be under no further liability hereunder.



#### ARTICLE 4

##### Construction of Improvements

Subject to the foregoing provisions of this Agreement the Redeveloper agrees to construct, or to cause the 121A Corporation to construct, upon the premises described in Schedule C a "high rise" type of apartment building containing approximately 270 dwelling units in accordance with the preliminary plans thereof to be submitted to the Authority for approval at the time of the execution of the lease, and the Authority agrees not to unreasonably withhold such approval provided such plans are substantially in conformity with the building plans as approved by the Authority for Parcel 1 of the Project Area. The Redeveloper and/or the 121A Corporation shall have the right to select a general contractor which may be the Thomas O'Connor & Co., Inc. for the construction of said apartment building and all subcontractors, but before any construction work is undertaken, the Redeveloper and/or the 121A Corporation shall deliver to the Authority a payment and performance bond in such an amount as may be required by the Construction Mortgagee, or the Federal Housing Administration, or the permanent First Mortgagee, and a surety company bond in such amount and in such form as has been approved by the Construction Mortgagee, the Federal Housing Administration, or the permanent First Mortgagee shall be considered acceptable to the Authority, provided, however, such bond shall run in favor of the Authority as well as the Redeveloper and/or the 121A Corporation organized by it and any lending institution financing the construction, and the Federal Housing Administration, and the Federal Housing Commissioner, if such financing is insured by any Federal Governmental Agency.



Construction work by the Redeveloper and/or the 121A corporation shall begin within one (1) year after the lease of the premises described in Schedule C has been delivered pursuant to the provisions of Article 1. However, in no event shall the Redeveloper be obligated to commence construction until actual construction has commenced on Parcel 1 of the Project Area. The construction by the Redeveloper shall be complete not later than twenty-four (24) months after it has commenced, or, if the construction is financed by a loan insured by the Federal Housing Administration, within such other time (later or earlier than said twenty-four (24) month period) as is specified in the applicable building loan agreement approved by the Federal Housing Administration. In any event, however, the time for beginning of construction and for completion shall be extended for such period as shall be equal to the period of any delay resulting from causes not due to fault or neglect of the Redeveloper, including, but not limited to, the following: strikes or other labor disputes, shortages of materials not within the control of the Redeveloper, acts of God or public enemy, fires, floods and weather of unusual severity, such hurricanes, tornadoes, cyclones and other extreme weather conditions.

In the event of any delays not the result of the direct fault or neglect or caused through circumstances out of the control of the Redeveloper or the Authority which delays exceed a period in excess of six (6) months and the event causing such delay has occurred prior to the date that the Redeveloper is obliged to commence construction then the Redeveloper or the Authority shall have the right and option to cancel and terminate this agreement without either party being considered in default upon the giving of thirty (30) days written notice of intention to do so, provided, however, if such notice shall have been given by the Authority to the Redeveloper and the Redeveloper commences construction within the thirty (30) day notice period then the notice to cancel shall no longer be of any effect.



## ARTICLE 5

### Anti Speculation and Assignment Provisions

The Redeveloper represents and covenants and agrees that its undertakings pursuant to this agreement will be used for the purpose of development of the Project Area in accordance with the Redevelopment Plan and not for speculation in land holding. The Redeveloper further recognizes that the qualifications and identity of the Redeveloper and of the 121A corporation are of particular concern to the community and the Authority. The Redeveloper further acknowledges that the Authority has taken such qualifications and identity into account before entering into this agreement with the Redeveloper.

For the foregoing reasons, the Redeveloper represents and agrees:

(a) That prior to the performance of this agreement by the Redeveloper there shall be no voluntary transfer of this agreement except to the 121A Corporation, the identity of which is herein disclosed and referred to.

(b) The 121A Corporation which shall be organized to execute the Lease shall consist of the following named persons who shall own all the authorized stock of the 121A Corporation:

Austin J. O'Connor, 44 Hinckley Rd., Milton

Charles H. McCue, 37 Taylor Road, Belmont

Robert G. Mearn, 10 Windsor Road, Milton

(c) That except only by way of security for, and only for, the purpose of obtaining financing necessary to enable the Redeveloper to perform its obligations under this Agreement, except as herein stated, the Redeveloper has not made or created, and will not make or create, or suffer to be made or created, any total or partial sale, assignment or transfer in any other mode or form, of or with respect to this Agreement or any interest therein, or any agreement to do any of the same, without the prior written approval of the Authority which the Authority in its sole discretion may withhold.



## ARTICLE 6

The Redeveloper agrees to deposit with the Authority a surety company bond in the penal sum of Five thousand (\$5,000. ) Dollars such bond to be delivered to the Authority simultaneously with the execution of the within Agreement. Said bond to be held by the Authority and to be applied by the Authority or returned to the Redeveloper as provided in this agreement.

If the Redeveloper shall deliver the payment and performance bond referred to in Article 4 hereof, the Authority shall forthwith return to the Redeveloper the Five thousand (5,000. ) Dollar surety bond held by it hereunder.

If the Redeveloper shall default in the performance of any of its obligations hereunder, prior to the time when it delivers or becomes obliged to deliver the payment and performance bond referred to in Article 4 hereof, and within thirty (30) days after written notice from the Authority of such default has not cured the same or used due diligence to cure the same if such default cannot be reasonably cured within said thirty (30) day period, the Authority may at any time thereafter terminate this Agreement by written notice to the Redeveloper and upon such termination the Authority shall retain the proceeds of such Five Thousand (5,000. ) Dollar surety bond made hereunder as liquidated damages for such default and termination.

The Authority in any event agrees to look only to the rights above given to it in the said Five thousand (\$5,000. ) Dollar surety bond for the satisfaction of all obligations of the Redeveloper hereunder.

## ARTICLE 7 Notices

All notices hereunder shall be in writing and deemed to be duly given if mailed by registered mail, return receipt requested and addressed in the case of the Authority to it at 73 Tremont Street, Boston, Massachusetts, and in the case of the Redeveloper to it c/o Charles McCue, Esquire, Suite 210, 11 State Street, Boston 9, Massachusetts, or to such other address in respect to either party as that party may from time to time designate by written notice given to the other as herein provided.



ARTICLE 8

Time of the Essence

The parties agree that time is of the essence of all the provisions hereof.

EXECUTED as a sealed instrument in duplicate the day and year first above written.

BOSTON REDEVELOPMENT AUTHORITY

By Joseph W. Lund  
Chairman

THOMAS O'CONNOR & CO., INC.

By: Austin J. O'Connor  
Austin J. O'Connor, Vice President

THE COMMONWEALTH OF MASSACHUSETTS

Suffolk, ss

June 3 1960

Then personally appeared the above-named Joseph W. Lund and acknowledged the foregoing instrument to be his free act and deed and the free act and deed of Boston Redevelopment Authority, before me

Thomas F. H. H. H.  
Notary Public  
My commission expires March 10, 1962

THE COMMONWEALTH OF MASSACHUSETTS

Suffolk, ss

June 3 1960

Then personally appeared the above-named Austin J. O'Connor and acknowledged the foregoing instrument to be his free act and deed and the free act and deed of Thomas O'Connor & Co., Inc., before me

Charles H. H. H.  
Notary Public  
My commission expires Dec. 20, 1963



CERTIFICATE OF VOTE

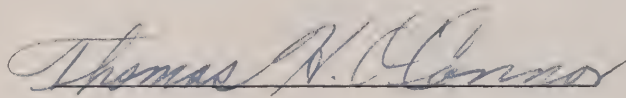
Boston, Massachusetts

May 24, 1960

I, THOMAS H. O'CONNOR, the undersigned, Clerk of THOMAS O'CONNOR & CO., INC., hereby certify that the following vote was adopted by the Board of Directors of said Corporation at a Special Meeting of the Board of Directors duly called and held May 20, 1960, and entered upon the regular minute book of the said Corporation, to wit:

"VOTED: Austin J. O'Connor, Executive Vice President, is hereby authorized on behalf of the Corporation to sign a contract with the Boston Redevelopment Authority for the development of Parcel 2 of the Whitney Street Redevelopment Project and will furnish an indemnity bond in the sum of \$5,000.00 in connection with the said contract."

I further certify that said vote is now in full force and effect and that the Board of Directors of said Corporation has, and at the time of the adoption of said resolutions had, full power and lawful authority to adopt said vote and to confer the powers thereby granted to the officer therein named, who has full power and lawful authority to exercise the same.

A handwritten signature in cursive script, reading "Thomas H. O'Connor", written in dark ink.

Clerk



## CERTIFICATE OF VOTE

The undersigned hereby certifies as follows:

(1) That he is the duly qualified and acting Secretary of the Boston Redevelopment Authority, hereinafter called the Authority, and the keeper of the records, including the journal of proceedings of the Authority.

(2) That the following vote is a true and correct copy of the vote as finally adopted at a meeting of the Authority held on the 1st day of June, 1960, and duly recorded in this office.

VOTED: to authorize the Chairman to execute the Agreements to Lease with Thomas O'Connor & Co., Inc. and Julian Cohen, d/b/a under firm name and style of Leatherbee & Co. for the second and third sections of the Whitney Project.

(3) That said meeting was duly convened and held in all respects in accordance with law, and to the extent required by law due and proper notice of such meeting was given; that a legal quorum was present throughout the meeting, and a legally sufficient number of members of the Authority voted in the proper manner and all other requirements and proceedings under law incident to the proper adoption or the passage of said vote have been duly fulfilled, carried out and otherwise observed.

(4) That the Agreement to Lease to which this Vote is attached is in substantially the form as those presented to said meeting.

(5) That if an impression of the seal has been affixed below, it constitutes the official seal of the Boston Redevelopment Authority and the certificate is hereby executed under such official seal.

(6) That Joseph W. Lund is the Chairman of said Authority.

(7) That the undersigned is duly authorized to execute this certificate.

IN WITNESS WHEREOF the undersigned has hereunto set his hand this  
7th day of June 1960.

BOSTON REDEVELOPMENT AUTHORITY

By Kane Simonian  
Kane Simonian, Secretary



w/ maps

"     Δ     "

December, 1958  
revised August, 1959

BOSTON REDEVELOPMENT AUTHORITY

Boston, Massachusetts

LAND ASSEMBLY AND REDEVELOPMENT PLAN

For The

WHITNEY REDEVELOPMENT AREA

---

A Plan for the Assembly and Redevelopment of Land in the Whitney Redevelopment Area (hereinafter referred to as "Project Area") by the Boston Redevelopment Authority (hereinafter referred to as the "Authority") in accordance with Chapter 121, General Laws of Massachusetts:

A. Boundaries of Project Area.

That certain tract of land, situated in the City of Boston, County of Suffolk, Commonwealth of Massachusetts which is bounded and described as follows:

Beginning at the southeasterly corner of the tract herein described, said corner being the point of intersection of the northerly line of Tremont Street and the westerly line of St. Alphonsus Street;

thence running in a northeasterly direction one thousand forty-five (1,045) feet, more or less, along said westerly line of St. Alphonsus Street to the point of intersection of said line with the southerly line of Longwood Avenue;

thence turning an angle and running in a northwesterly direction one hundred thirty-five (135) feet, more or less, along said southerly line of Longwood Avenue to the point of intersection of said line with the southerly line of Huntington Avenue;

thence turning an angle and running in a southwesterly direction three hundred thirty-two (332) feet, more or less, along said southerly line of Huntington Avenue to land now or formerly of G. and B. Swartz;



thence running on curve and running in a northeasterly direction thirty (30) feet, more or less, by said land now or formerly of said G. and B. Swartz, to land now or formerly of C. and L. Abbadesse;

thence turning an angle and running in a southwesterly direction two hundred twenty-one (221) feet, more or less, by said land now or formerly of said C. and L. Abbadesse, and by land now or formerly of M. Paulson, and by land now or formerly of C. L. Schworer, and by land now or formerly of W. J. O'Hara, and by land now or formerly of H. A. Mickadopoulos, to land now or formerly of E. P., A. L., J. H. L., E. A. H. and A. L. Sullivan;

thence turning an angle and running in a northwesterly direction eighty (80) feet, more or less, by said land of said E. P., A. L., J. H. L., E. A. H. and A. L. Sullivan, to the easterly line of Worthington Street;

thence turning an angle and running in a southwesterly direction by the easterly line of Worthington Street, one hundred fifty-four (154) feet, more or less, to the southwesterly line of land now or formerly of A. J. Ryan and A. J. Ryan, Jr.;

thence turning an angle and running in a southeasterly direction eighty (80) feet, more or less, along said land of said A. J. Ryan and A. J. Ryan, Jr., to land now or formerly of Bigelow Realty Inc.;

thence turning an angle and running in a southwesterly direction two hundred eighty-eight (288) feet, more or less, by said land now or formerly of said Bigelow Realty Inc., and by land now or formerly of S. and K. Stephens, and by land now or formerly of H. Cassidy, and by land now or formerly of C. Rokas, and by land now or formerly of A. Nason, and by land now or formerly of D. J. Gould, and by land now or formerly of J. L. Stevenson, and by land now or formerly of C. G. O'Leary, and by other land now or formerly of C. G. O'Leary, to the southwesterly line of land now or formerly of J. W. and E. V. Bates;

thence turning an angle and running in a northwesterly direction eighty (80) feet, more or less, along said land of said J. W. and E. V. Bates, to the easterly line of Worthington Street;

thence turning an angle and running in a southwesterly direction one hundred nine (109) feet, more or less, along said line of Worthington Street to the northerly line of Fremont Street;



direction three hundred seventy-nine (379) feet, more or less, along said northerly line of Tremont Street to the point of beginning.

B. Statement of Findings.

The Project Area is a sub-standard and decadent area within the definition of Chapter 121, General Laws of Massachusetts, as determined in a survey by the Authority and as evidenced by the following:

1. The Project Area substantially impairs and arrests the sound development of its district and retards the provision of housing accommodations because

a. Eleven (11) residential structures, containing fifty-one (51) dwelling units have been torn down in the City's demolition program of abandoned and uninhabitable buildings. These have not been replaced and it is improbable that they will be replaced under existing conditions which are characterized by additional abandoned structures, a high degree of vacancies, an excessive need for major repairs, a low level of building maintenance, small lots in multiple ownerships, and a low degree of owner occupancy.

b. Two (2) structures containing six dwelling units, stand open to the elements and abandoned, causing a hazardous blighting and infesting influence on surrounding buildings.

c. Forty-nine (49) dwelling units are vacant inhabitable structures, comprising fourteen (14) percent of the total dwelling units in the Project Area, as compared with a city-wide vacancy ratio of two and half (2.5%) percent and a vacancy ratio in the entire Roxbury Crossing district of four and six-tenths (4.6%) percent as estimated in a 1958 Federal Housing Administration survey. This must also be compared with only 5 vacancies in the Project Area in the 1950 Census. In total the Area has had a net reduction of one hundred one (101) occupied dwelling units since 1950. Such a high degree of vacancy evidences the extreme decline of the Area, and since this does not encourage building maintenance it invites a continued movement away from the Area.



by a total of \$35,650 in City tax and demolition liens.

e. Only seven (7%) percent of the occupied dwelling units are owner-occupied, compared with nine (9%) percent in 1950, and a city-wide average of twenty-four (24%) percent in 1950.

2. Structures in the Project Area are out of repair, physically deteriorated, unfit for human habitation, and in need of major maintenance or repair, as evidenced by the following conditions:

a. Sixty-one (61) out of eighty-seven (87) residential structures, or seventy (70%) percent are in need of major repairs.

b. Thirty-two (32) structures appear to be out of plumb or have foundations, walls and sills which are badly cracked.

c. Fifteen (15) dwelling units reported rodent infestation.

3. The Project Area is characterized by overcrowding, poor arrangement or design, and excessive land coverage, all contributing to the decline of the Project Area as a residential neighborhood and preventing its sound development for such purposes unless redeveloped in accordance with this Plan:

a. Ninety (90%) percent of the residential structures are separated by a distance of eight (8) feet or less on at least one (1) side; fifty (50%) percent of the structures are separated by a distance of eight (8) feet or less on both sides; sixty-one (61%) <sup>percent</sup> are separated by five (5) feet or less on at least one (1) side; all evidencing the overcrowding of the land and the resultant lack of light, air, and open space. Twenty (20%) percent of all residential structures cover at least eighty (80%) percent of their lots and sixteen (16%) percent of the structures cover at least ninety (90%) percent of their lots, compared to the present zoning requirement of a maximum seventy (70%) percent coverage.

b. Eighteen (18) lots, of which none is larger than thirty-five hundred (3500) square feet, and which comprise twenty-three (23%) percent of the total, contain two (2) residential structures, one (1) of which does not front on a street. Such rear-lot structures account for fifty-four (54) dwelling units or sixteen (16%) percent of the Project Area.



C. Relationship of Plan to Definite Community Objectives.

Definite community objectives for Boston have been stated in various publications and proposals of the Boston City Planning Board, all directed toward the formulation of a General Plan for the City.

1. The General Plan for Boston, Preliminary Report, 1950, designates the Project Area as being in need of redevelopment for residential use.

2. This Preliminary Plan recommends for the generalized area which includes the Project Area, a high medium residential density with a range of 21.1 to 40.0 dwelling units per acre. The Preliminary Plan points out, however, that each generalized area "may include some sections and zoning districts above or below the range", and that "high medium areas would consist largely of two and three-story apartments, and high density areas of taller apartments". The maximum density proposed for the Project Area is approximately 130 dwelling units per acre, which would tend to encourage a high density development characterized by a few tall buildings with low land coverage.

This same approach was taken in the Planning Board's preliminary report on the rezoning studies for the City (Zoning Policies for Boston, December 1953), which states, "Floor area ratios for all types of building should be so set as to require lower maximum densities at further distances from the City Center, with a few possible exceptions at outer subcenters where high levels of accessibility justify high densities over relatively small areas." The Project Area is such an instance of high accessibility, combined with a demonstrated need to serve the vital research, hospital and educational facilities in this section of the City.

3. The controls and regulations set forth in this Redevelopment Plan conform to the Proposed Zoning Regulations for the City of Boston, May 1958.

4. Improvement of traffic will be achieved through this Redevelopment Plan by the realignment of St. Alphonsus Street with Longwood Avenue; by the widening of St. Alphonsus Street as part of a long-range plan to create a significant and safe approach to the Parker Hill Hospitals; by the closing within the



off-street parking to serve the new development.

5. In summary, this Redevelopment Plan is in accord with stated objectives of published elements of a General Plan for Boston, and seeks to implement those objectives, first by the redevelopment of a decadent area for residential purposes; and second, by the establishment of controls and street improvements which would result in a desirable pattern of land use.

D. Controls and Regulations.

All land in the Project Area should be conveyed by the Authority in accordance with the controls and regulations set forth below and with the Project Area Plan. The only uses for which Project area land may be thus conveyed are for street purposes and for the construction of residential buildings.

1. The maximum number of dwelling units in the Project Area shall not exceed eight hundred (800), except as provided in paragraph 3, below.

2. Each parcel sold for residential purposes shall contain a minimum area equal to at least one-third ( $1/3$ ) the gross floor area of the residential building or buildings proposed to be constructed thereon; gross floor area is defined as the sum of the areas of all floors of all such buildings, as measured by the exterior faces of their walls, excluding areas within such buildings devoted to garaging of automobiles and basement areas devoted exclusively to uses accessory to the operation of the building.

3. In the event the Project Area is sold in several parcels for residential purposes and the last parcel remaining to be sold will, by the use of the formula in paragraph 2 above, result in a number of dwelling units or a building size which is shown to the Authority to be uneconomic of construction, the Authority may, with Planning Board approval, authorize an increase in the maximum number of dwelling units prescribed in paragraph 1 above, to the extent of 10%, subject to the requirements of paragraphs 4, 5, and 6 below.

4. The maximum ground coverage by any building on any parcel, or by all buildings in the Project Area, shall not exceed 15% of such parcel or the Project Area. The maximum height shall not exceed one hundred fifty feet.



5. Within the requirements of paragraph 2 above, a minimum of one hundred (100) square feet per dwelling unit shall be provided in usable and landscaped open space defined as follows:

a. Where such space is provided on the ground, it shall be devoted entirely to active or passive recreation, pedestrian circulation or planting areas, and except for such areas which are devoted to active recreation or walks, shall be planted and maintained in grass or other landscaping materials. Such space shall not include median strips between parking bays, however landscaped, nor shall it include any area devoted to vehicular circulation.

b. All or part of the minimum usable open space requirement specified above in this paragraph may be met by suitably designed and accessible space on the balconies or roofs of any buildings constructed in the Project Area. In such event, the ground space thus offset may be used for additional off-street parking, or for usable open space in conformance with this paragraph.

6. Paved off-street parking areas for use by residents of the Project Area shall be provided in a minimum ratio of seven (7) parking spaces for each ten (10) dwelling units to be constructed. Such parking areas shall be constructed with convenient access to public rights-of-way, and perpendicular thereto. No parking space shall have direct access to or from a public right-of-way.

7. No structure in the Project Area shall be located closer than sixty (60) feet from the center line of any street, or forty (40) feet from any property line, or fifty (50) feet from any other structure whether in or outside of the Project Area.

8. The Authority shall obligate redevelopers and their successors and assigns to the following:

a. To devote the land to the uses specified in the Redevelopment Plan for said land.

b. To begin the building of improvements within a reasonable time, subject to provisions under which the Authority may retake title to and possession of property sold in the event of a default by a purchaser.

c. To give preference in the selection of tenants for dwelling units built in the Project Area to families displaced therefrom because of clearance and redevelopment activities, who desire to live in such dwelling units and who will be able to pay



rents or prices equal to rents or prices charged other families for similar or comparable dwelling units built as a part of the same redevelopment.

d. To comply with such other conditions as are necessary to carry out the purposes of the Massachusetts Housing Authority Law, or any requirements of the Massachusetts State Housing Board and of any federal legislation under which loans, grants or contributions have been made or agreed to be made to meet a part of the cost of the Project.

e. To comply with such terms and conditions relating to the use and maintenance of such real property as in the opinion of the Authority are necessary to carry out the provisions of the Redevelopment Plan.

f. To comply with such terms and conditions specified by the Authority which will prevent holding of land for speculative purposes.

g. To submit to the Boston Redevelopment Authority for its approval of architectural, building and landscaping plans and specifications as well as any other information as the Authority may request in order to insure the conformance of such plans with the provisions of the Redevelopment Plan.

h. No building or structure shall be erected, reconstructed, enlarged or moved for any use other than that which is permitted herein, nor shall any building or structure be erected, reconstructed, enlarged, altered, or moved in such a manner as to violate any of the regulations and controls specified herein. Any change in character of occupancy or use of any structure or land within the duration of this Redevelopment Plan shall require prior approval by the Boston Redevelopment Authority.

i. The construction of buildings shall conform to the regulations set forth in the Building Code of the City of Boston as in effect from time to time.

j. The Authority will not itself effect or execute, and will adopt effective measures to assure that there is not effected or executed by any purchaser or lessee from it (or any successors in interest of any such purchaser or lessee), any covenant, agreement, lease, conveyance or other instrument whereby land in the Project Area which is disposed of by the Authority is



or successor in interest, upon the basis of

the sale, lease or occupancy thereof.

9. This Redevelopment Plan and all modifications thereto shall remain in force and effect for a period of forty (40) years, beginning on the date of its approval by the City Council. It may be modified at any time from time to time by the Authority with the approval of the Boston City Planning Board, provided, however, that any basic or fundamental modifications in said Plan must be approved by the Boston City Council and, provided further, that if a basic or fundamental modification of said Plan is sought subsequent to the disposition of any land in the project area, then the consent of the purchaser or purchasers, lessee or lessees, of said land must be obtained if such basic or fundamental modification materially affects the parcel or parcels conveyed or leased.

#### Project Execution

The Boston Redevelopment Authority will be responsible for the execution of this Redevelopment Plan and shall undertake all steps and obtain all approvals necessary thereto, including but not limited to the following:

1. Acquisition and clearance of all land and improvements in the Project Area.
2. Disposition of all land in the Project Area in accordance with the controls and regulations of this Redevelopment Plan.
3. Execution of a cooperation agreement with the City of Boston for the following:
  - a. conveyance of land by the Authority to the City for street improvements, and the undertaking of such improvements by the City.
  - b. financial assistance by the City for the undertaking of the Project.
4. Approval of the Project by the Boston City Planning Board and the Massachusetts State Housing Board in accordance with Chapter 121, General Laws.
5. Approval by the Board of Zoning Adjustment of the changes in Zoning necessary to implement the Redevelopment Plan.
6. Approval by the Public Improvement Commission of streets to be abandoned.

#### Method of Relocation.

The method for the relocation of persons living in the Project Area and availability of and the means by which there will be provided dwelling units for such persons substantially equal in



Project areas is as follows:

A relocation office will be provided in the Project Area with adequate staff:

- a. to survey all site occupants in order to determine family composition, income and housing requirements, and
- b. to survey and inspect available vacancies in privately owned dwelling units, and
- c. to assist all displaced persons to relocate.

2. There are 291 occupied dwelling units to be cleared in the Project Area. The following indicates the availability of housing to relocate these families.

a. Available public housing:

In operation by the Authority:

|                   |              |
|-------------------|--------------|
| FHA Low Rent..... | 10,150       |
| *State-aided..... | <u>3,681</u> |
|                   | 13,837       |

\*Included in the above figure are 468 one-bedroom units which are available for aged persons provided that qualified veterans are not waiting.

The vacancy turnover for 1957 averaged 16.3% or approximately 2250 apartments. Under Chapter 121, General Laws of Massachusetts, Section 26FF, priority in public housing is mandatory to families displaced by slum clearance and redevelopment projects.

For persons or families eligible for public housing, The Boston Redevelopment Authority shall request the Boston Housing Authority to make dwelling units available in projects owned or operated by it. Such persons or families will be given preference for tenancy into all public housing.

b. Available vacancies in privately owned dwelling units:

For all families of more than one person who are not eligible for public housing, the Authority shall find and make available decent, safe and sanitary privately owned dwelling units at rentals that such families can afford to pay; and

for all single persons ineligible for public housing,



the Authority shall make available addresses of privately owned rooms or dwelling units for their relocation. There is at the present time a sufficient number of available dwelling units in the City of Boston to make it possible to carry out this Relocation Plan.

The Boston Sunday Globe, February 15, 1959, listed 364 available apartment vacancies exclusive of rental agency listings.

The most recent comprehensive survey of vacant dwelling units was undertaken in March 1958 by the United States Post Office Department, under the direction of the Federal Housing Administration. It revealed 5808 vacant dwelling units of a total of 231,861 in the City of Boston, a ratio of 2.5%. This is the same vacancy ratio found by the Bureau of the Census in the 1956 Housing Inventory for the Boston Standard Metropolitan Area. In addition, Section 26LL (c) of General Laws, Chapter 121 under "Obligations to be Imposed on Purchasers and Lessees", states:

"If a housing authority (or redevelopment authority) shall sell or lease any property acquired by it for a land assembly and redevelopment project, the terms of such sales or leases shall obligate the purchasers or lessees...to give preference in the selection of tenants for dwelling units built in the project area to families displaced therefrom because of clearance and redevelopment activity, who desire to live in such dwelling units and who will be able to pay rents or prices equal to rents or prices charged other families for similar or comparable dwelling units built as a part of the same redevelopment  
\*\*\*\*\*"



### List of Maps

The following illustrative maps and drawings are submitted with and in support of this Redevelopment Plan:

| <u>TITLE</u>                                      | <u>NUMBER</u> |
|---|---------------|
| Project Area Plan                                 | 1             |
| Existing Zoning                                   | 2             |
| Existing Land Use                                 | 3             |
| Existing Topography                               | 4             |
| Right-of-Way Adjustments Plan                     | 5             |
| Street Improvements Plan                          | 6             |
| Public Utility Adjustments Plan - Storm Sewers    | 7             |
| Public Utility Adjustments Plan - Sanitary Sewers | 8             |
| Public Utility Adjustments Plan - Water Service   | 9             |
| Private Utility Adjustments Plan - Telephone      | 10            |
| Private Utility Adjustments Plan - Electric       | 11            |
| Private Utility Adjustments Plan - Gas            | 12            |
| Fire and Police Communications Plan               | 13            |
| Property Map                                      | 14            |



BOSTON REDEVELOPMENT AUTHORITY  
Whitney Redevelopment Project

FINANCIAL PLAN

and

Summary of Project Costs

I. Financial Plan

A. Source of Funds.

The Authority proposes to obtain funds to carry out this project from the City of Boston, pursuant to Section 26 CC, Chapter 121 of the General Laws.

A **Cooperation** Agreement between the City of Boston and the Boston Redevelopment Authority will be required to authorize the transfer of funds to the Authority. The Cooperation Agreement will stipulate the terms and conditions governing the transfer of funds to the Authority, as well as make provisions for transfer to the City of Boston all proceeds from the sale or lease of project land.

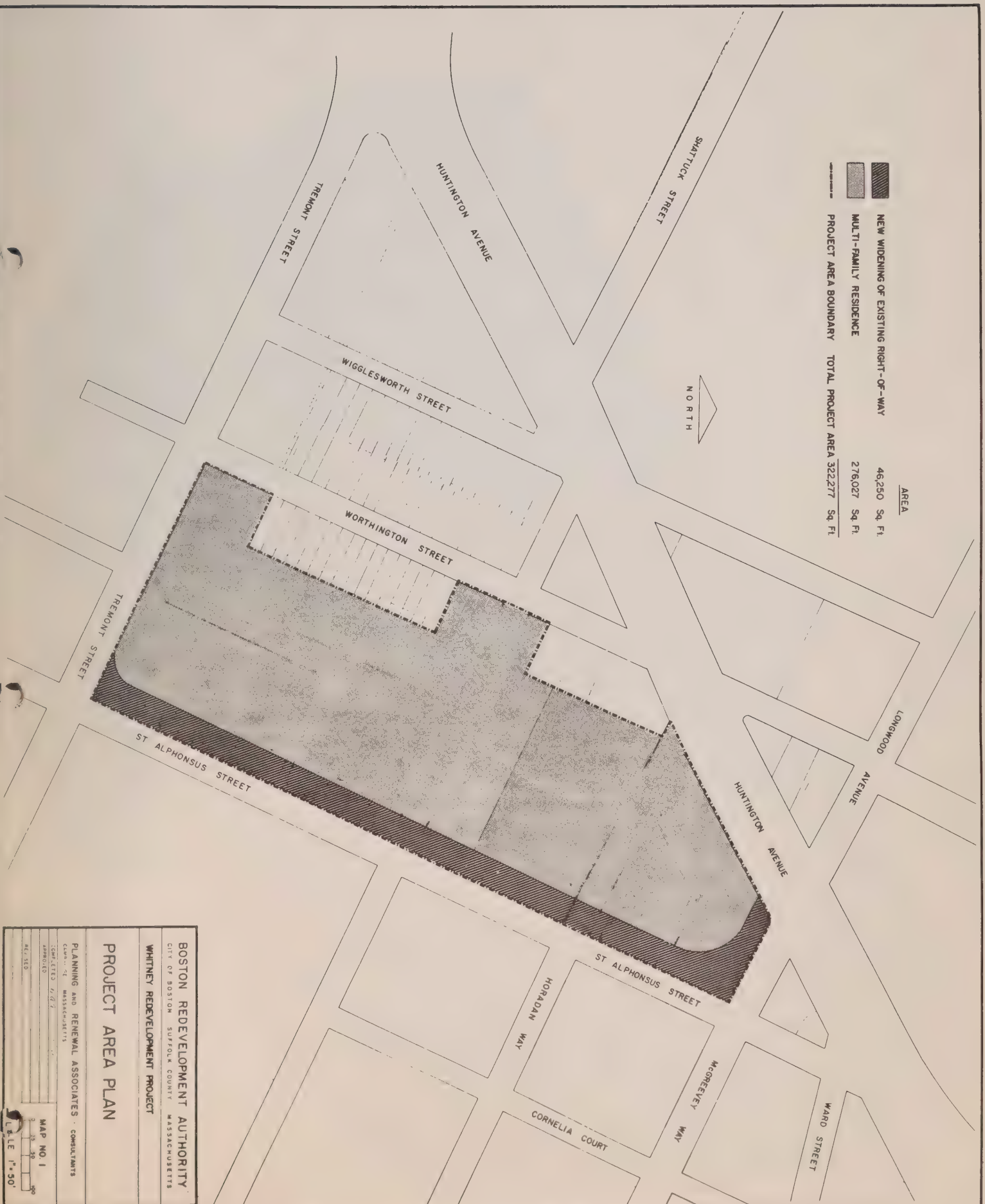
II. Summary of Project Costs

The estimated net project cost of the Whitney Redevelopment Project is as follows:

|  |                  |
|--|------------------|
| Planning expenses.....                           | \$ 12,000        |
| Administration.....                              | 40,000           |
| Travel.....                                      | 1,000            |
| Publications.....                                | 900              |
| Office Furniture and equipment.....              | 500              |
| Legal expenses.....                              | 10,000           |
| Acquisition expenses.....                        | 50,500           |
| Temporary Operation of<br>Acquired Property..... | 12,825           |
| Relocation Costs.....                            | 13,200           |
| Relocation Payments.....                         | 45,000           |
| Site Clearance.....                              | 105,600          |
| Site Improvements.....                           | 70,000           |
| Disposition Expenses.....                        | 5,000            |
| Contingencies at 10% or above.....               | 37,000           |
| Real Estate Purchases.....                       | <u>1,091,000</u> |
| NET PROJECT COSTS                                | 1,498,525        |



| AREA                                  |                                    |
|---------------------------------------|------------------------------------|
| NEW WIDENING OF EXISTING RIGHT-OF-WAY | 46,250 Sq. Ft.                     |
| MULTI-FAMILY RESIDENCE                | 276,027 Sq. Ft.                    |
| PROJECT AREA BOUNDARY                 | TOTAL PROJECT AREA 322,277 Sq. Ft. |



BOSTON REDEVELOPMENT AUTHORITY

CITY OF BOSTON · SUFFOLK COUNTY · MASSACHUSETTS

WHITNEY REDEVELOPMENT PROJECT

PROJECT AREA PLAN

PLANNING AND RENEWAL ASSOCIATES · CONSULTANTS

DATE: 02/01/83

APPROVED: [Signature]

MAP NO. 1

SCALE: 1" = 50'



PROJECT AREA BOUNDARY

SHATTUCK STREET

R-80

NORTH

HUTCHINSON AVENUE

WIGGLESWORTH STREET

WORTHINGTON STREET

THOMAS STREET

R-65

L-80

R-65

L-80

LONGWOOD

SHAW

BURTINGTON AVENUE

ST. ALPHONGUS STREET

L-65

R-65

ST. ALPHONGUS STREET

WORADAH WAY

B-80

CORNWELLA DRIVE

L-80

WARD STREET

EXISTING ZONING

BOSTON REDEVELOPMENT AUTHORITY  
CITY OF BOSTON SUFFOLK COUNTY MASSACHUSETTS  
WHITNEY REDEVELOPMENT PROJECT

PLANNING AND RENEWAL ASSOCIATES CONSULTANTS

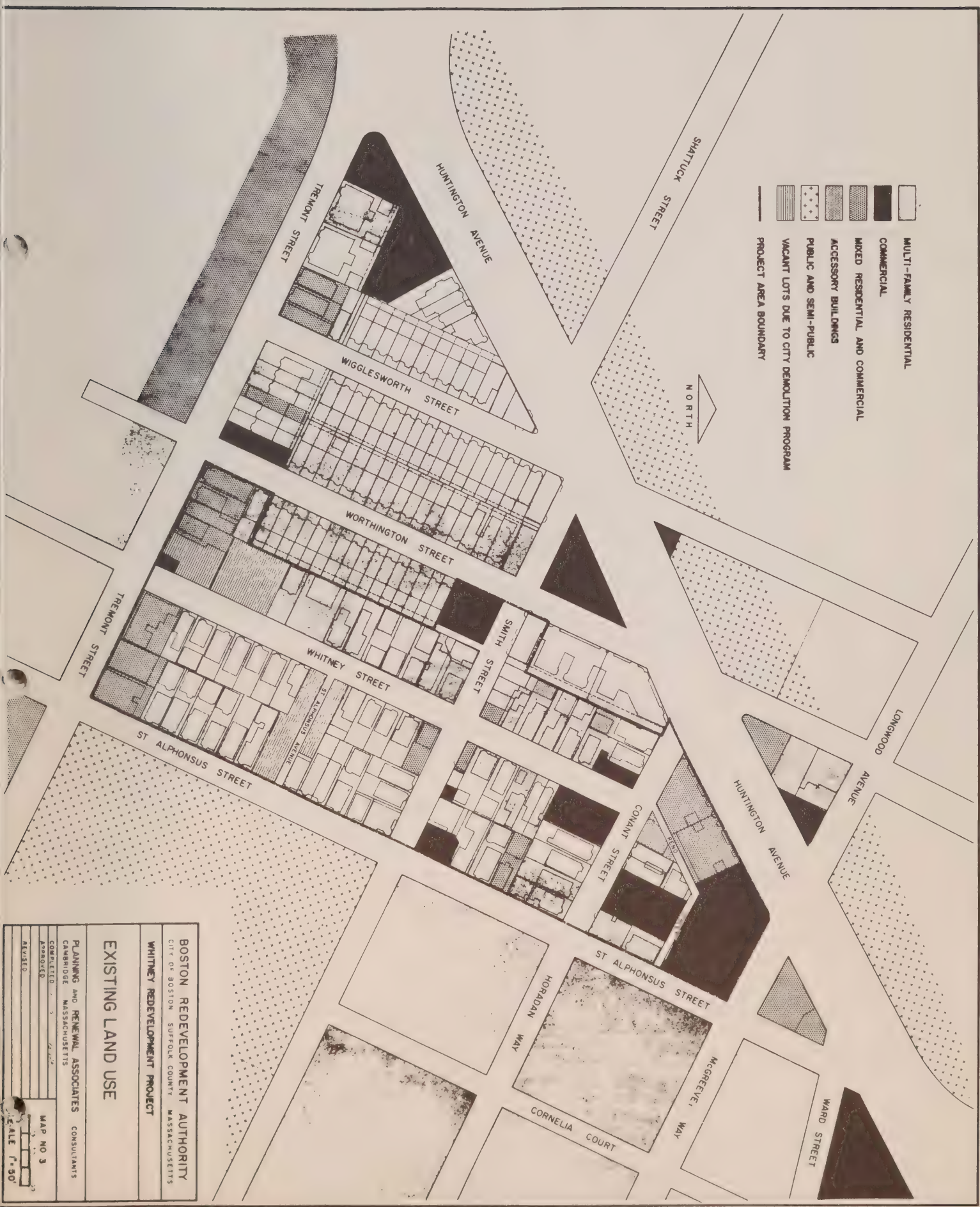
MASSACHUSETTS

MAP NO 2

SCALE 1" = 50'



- MULTI-FAMILY RESIDENTIAL
- COMMERCIAL
- MIXED RESIDENTIAL AND COMMERCIAL
- ACCESSORY BUILDINGS
- PUBLIC AND SEMI-PUBLIC
- VACANT LOTS DUE TO CITY DEMOLITION PROGRAM
- PROJECT AREA BOUNDARY



BOSTON REDEVELOPMENT AUTHORITY

CITY OF BOSTON SUFFOLK COUNTY MASSACHUSETTS

WHITNEY REDEVELOPMENT PROJECT

EXISTING LAND USE

PLANNING AND RENEWAL ASSOCIATES CONSULTANTS

COMPLETED 1975

PREPARED 1975

REVISED

MAP NO. 3

SCALE 1"=50'



EXISTING CONTOUR  
PROJECT AREA BOUNDARY



SHATLUCK STREET

HUNTINGTON AVENUE

TREMONT STREET

WIGGLESWORTH STREET

WORTHINGTON STREET

LONGWOOD AVENUE

HUNTINGTON AVENUE

ST. ALPHONSUS STREET

HORADAN WAY

CORNELIA COURT

MCGREEVEY WAY

WARD STREET

BOSTON REDEVELOPMENT AUTHORITY  
CITY OF BOSTON SUFFOLK COUNTY MASSACHUSETTS  
WHITNEY REDEVELOPMENT PROJECT





EXISTING TOPOGRAPHY

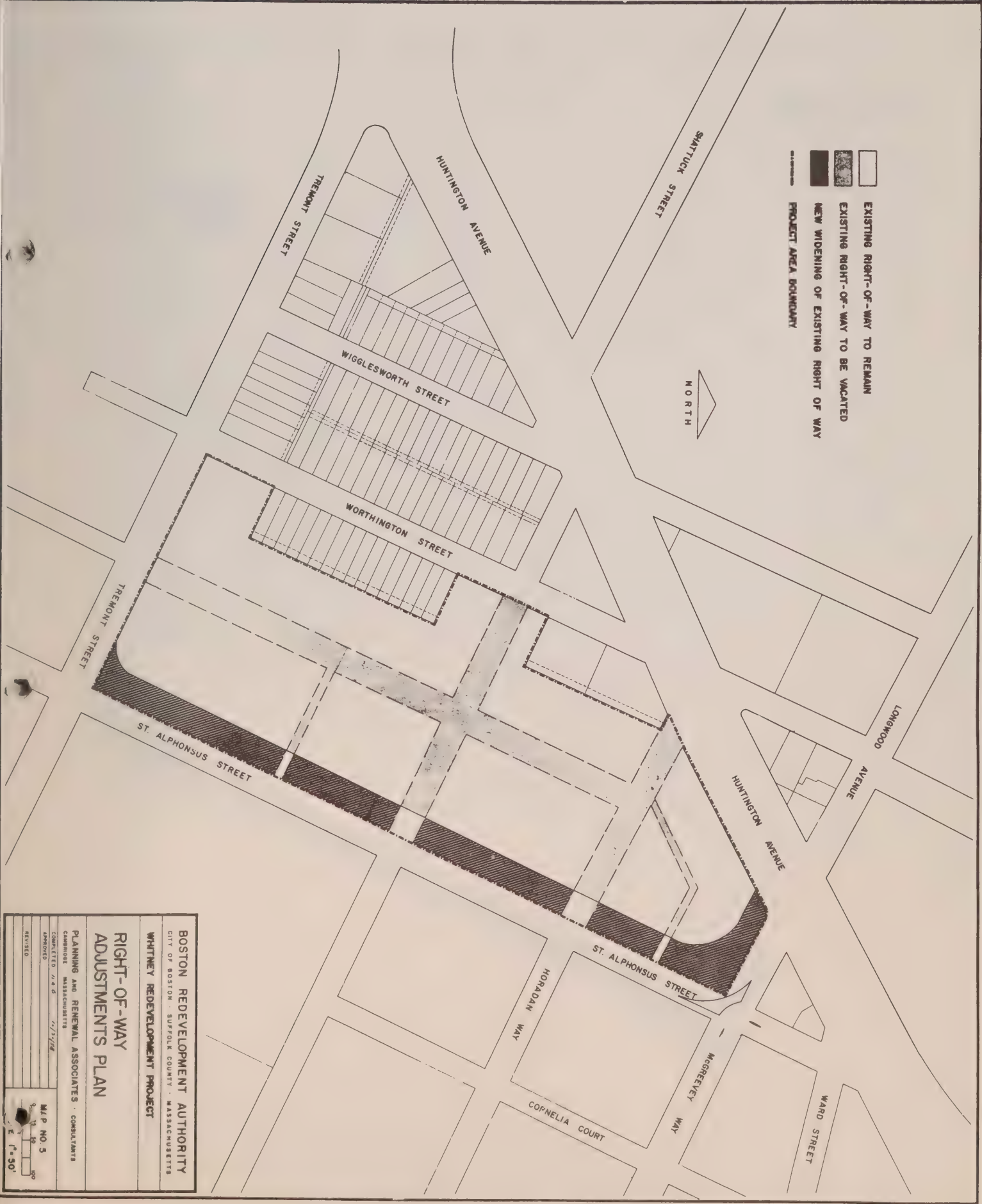
PLANNING AND RENEWAL ASSOCIATES CONSULTANTS  
CAMBRIDGE MASSACHUSETTS

MAP NO 4

1" = 50'



-  EXISTING RIGHT-OF-WAY TO REMAIN
-  EXISTING RIGHT-OF-WAY TO BE VACATED
-  NEW WIDENING OF EXISTING RIGHT OF WAY
-  PROJECT AREA BOUNDARY



**BOSTON REDEVELOPMENT AUTHORITY**  
 CITY OF BOSTON · SUFFOLK COUNTY · MASSACHUSETTS

**WHITNEY REDEVELOPMENT PROJECT**

**RIGHT-OF-WAY  
 ADJUSTMENTS PLAN**

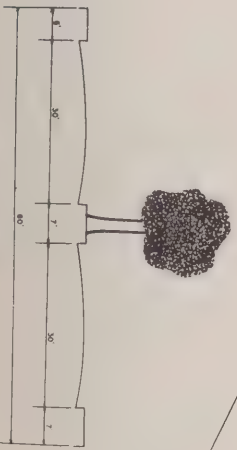
PLANNING AND RENEWAL ASSOCIATES · CONSULTANTS  
 CAMBRIDGE · MASSACHUSETTS

COMPLETED 11/4/78  
 APPROVED 11/1/78  
 REVISED

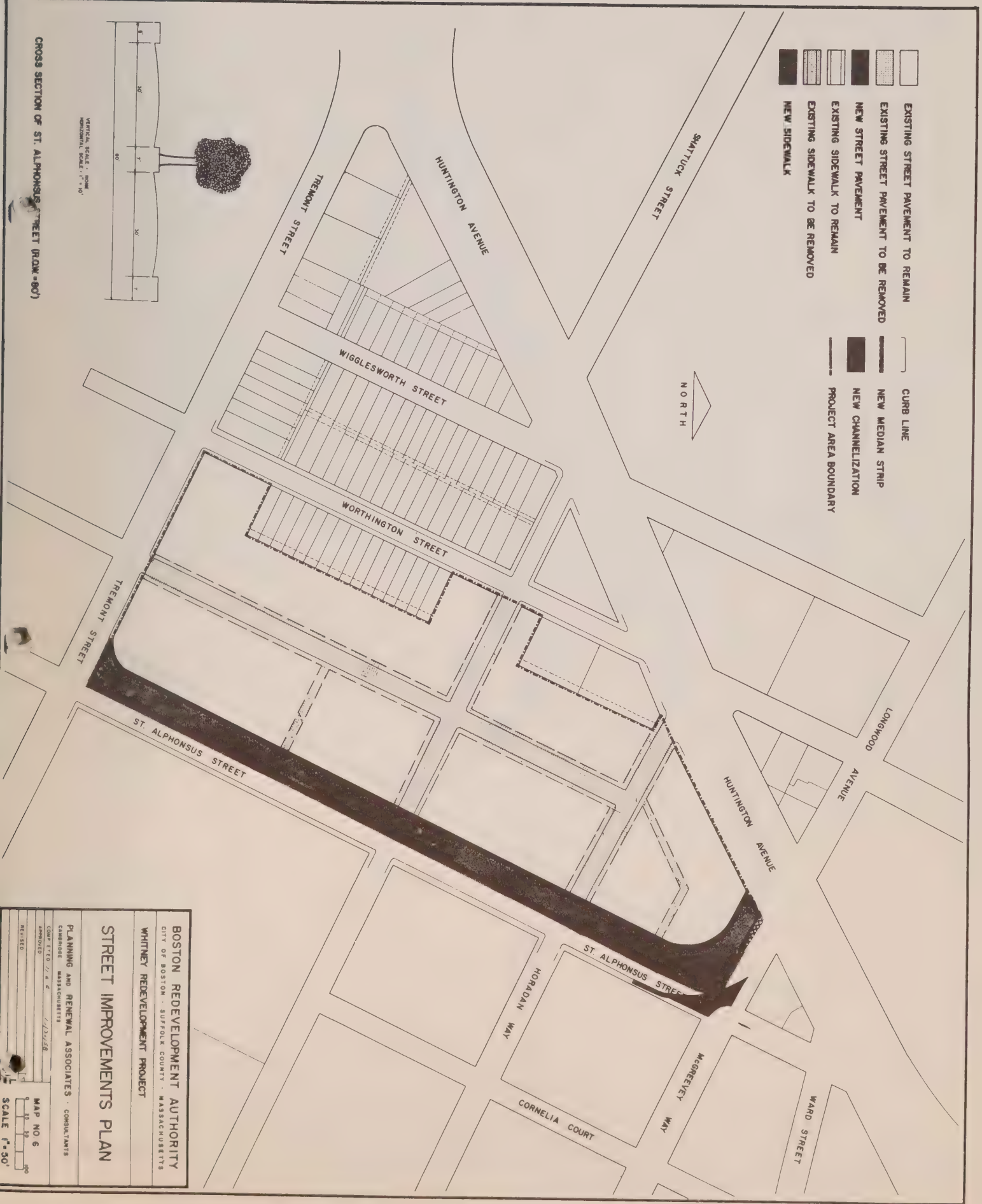
M.P. NO. 5  
 1" = 50'



- EXISTING STREET PAVEMENT TO REMAIN
- EXISTING STREET PAVEMENT TO BE REMOVED
- NEW STREET PAVEMENT
- EXISTING SIDEWALK TO REMAIN
- EXISTING SIDEWALK TO BE REMOVED
- NEW SIDEWALK
- CURB LINE
- NEW MEDIAN STRIP
- NEW CHANNELIZATION
- PROJECT AREA BOUNDARY



CROSS SECTION OF ST. ALPHONSUS STREET (ROW=60')



BOSTON REDEVELOPMENT AUTHORITY  
CITY OF BOSTON · SUFFOLK COUNTY · MASSACHUSETTS  
WHITNEY REDEVELOPMENT PROJECT

STREET IMPROVEMENTS PLAN

PLANNING AND RENEWAL ASSOCIATES · CONSULTANTS  
CAMBRIDGE · MASSACHUSETTS  
DATE PREP'D 11/6/84  
APPROVED  
REVISION  
MAP NO. 6  
SCALE 1"=30'



- EXISTING STORM LINE TO REMAIN
  - EXISTING STORM LINE TO BE ABANDONED
  - NEW STORM LINE TO BE INSTALLED
  - EXISTING MANHOLE TO REMAIN
  - EXISTING MANHOLE TO BE REMOVED
  - NEW MANHOLE TO BE INSTALLED
  - CLOSED OFF LINE
  - PROJECT AREA BOUNDARY
  - EXISTING CATCH BASIN TO REMAIN
  - EXISTING CATCH BASIN TO BE ABANDONED
  - NEW CATCH BASIN TO BE INSTALLED
  - NEW SANITARY SEWER CONNECTION
  - EXISTING SANITARY MANHOLE
  - UTILITY EASEMENT TO BE ESTABLISHED
- (EASEMENT MUST BE MAINTAINED FOR 5' STORM LINE OF NORTH STREET. EXACT LOCATION WILL DEPEND ON FINAL SITE PLAN.)

NORTH



BOSTON REDEVELOPMENT AUTHORITY  
CITY OF BOSTON - SUFFOLK COUNTY - MASSACHUSETTS  
WHITNEY REDEVELOPMENT PROJECT  
PUBLIC UTILITY ADJUSTMENTS  
PLAN - STORM SEWERS

PLANNING AND RENEWAL ASSOCIATES - CONSULTANTS  
CAMBRIDGE - MASSACHUSETTS  
COMPLETED 7/84  
APPROVED  
REVISION  
MAP NO. 7  
SCALE 1" = 50'

- EXISTING SANITARY LINE TO REMAIN
- EXISTING SANITARY LINE TO BE REMOVED
- NEW SANITARY LINE TO BE INSTALLED
- PROJECT AREA BOUNDARY
- EXISTING MANHOLE TO REMAIN
- EXISTING MANHOLE TO BE REMOVED
- BULKHEAD



**BOSTON REDEVELOPMENT AUTHORITY**  
 CITY OF BOSTON · SUFFOLK COUNTY · MASSACHUSETTS

**WHITNEY REDEVELOPMENT PROJECT**

**PUBLIC UTILITY ADJUSTMENTS**  
**PLAN - SANITARY SEWERS**

PLANNING AND RENEWAL ASSOCIATES · CONSULTANTS  
 CAMBRIDGE · MASSACHUSETTS

COMPLETED 5/84  
 APPROVED 5/84

REVISED  
 LE 1" = 50'

MAP NO. 8  
 0 25 50 100  
 FEET



- EXISTING WATER LINE TO REMAIN
- - - EXISTING WATER LINE TO BE ABANDONED
- EXISTING HYDRANT TO REMAIN
- EXISTING HYDRANT TO BE REMOVED
- PROPOSED HYDRANT
- PROJECT AREA BOUNDARY
- SHUT-OFF VALVE



|   |        |
|---|--------|
| BOSTON REDEVELOPMENT AUTHORITY                  |        |
| CITY OF BOSTON · SUFFOLK COUNTY · MASSACHUSETTS |        |
| WHITNEY REDEVELOPMENT PROJECT                   |        |
| PUBLIC UTILITY ADJUSTMENTS                      |        |
| PLAN - WATER SERVICE                            |        |
| PLANNING AND RENEWAL ASSOCIATES · CONSULTANTS   |        |
| COMPLETED                                       | 7/1/78 |
| APPROVED  |        |
| REVISION  |        |
| MAP NO. 9                                       |        |
| SCALE 1"=50'                                    |        |

- EXISTING UNDERGROUND CABLE TO REMAIN
- - - EXISTING UNDERGROUND CABLE TO BE REMOVED
- - - EXISTING AERIAL CABLE TO REMAIN
- - - EXISTING AERIAL CABLE TO BE REMOVED
- o EXISTING POLE TO REMAIN
- EXISTING POLE TO BE REMOVED
- EXISTING MANHOLE TO REMAIN
- EXISTING MANHOLE TO BE REMOVED
- - - PROJECT AREA BOUNDARY

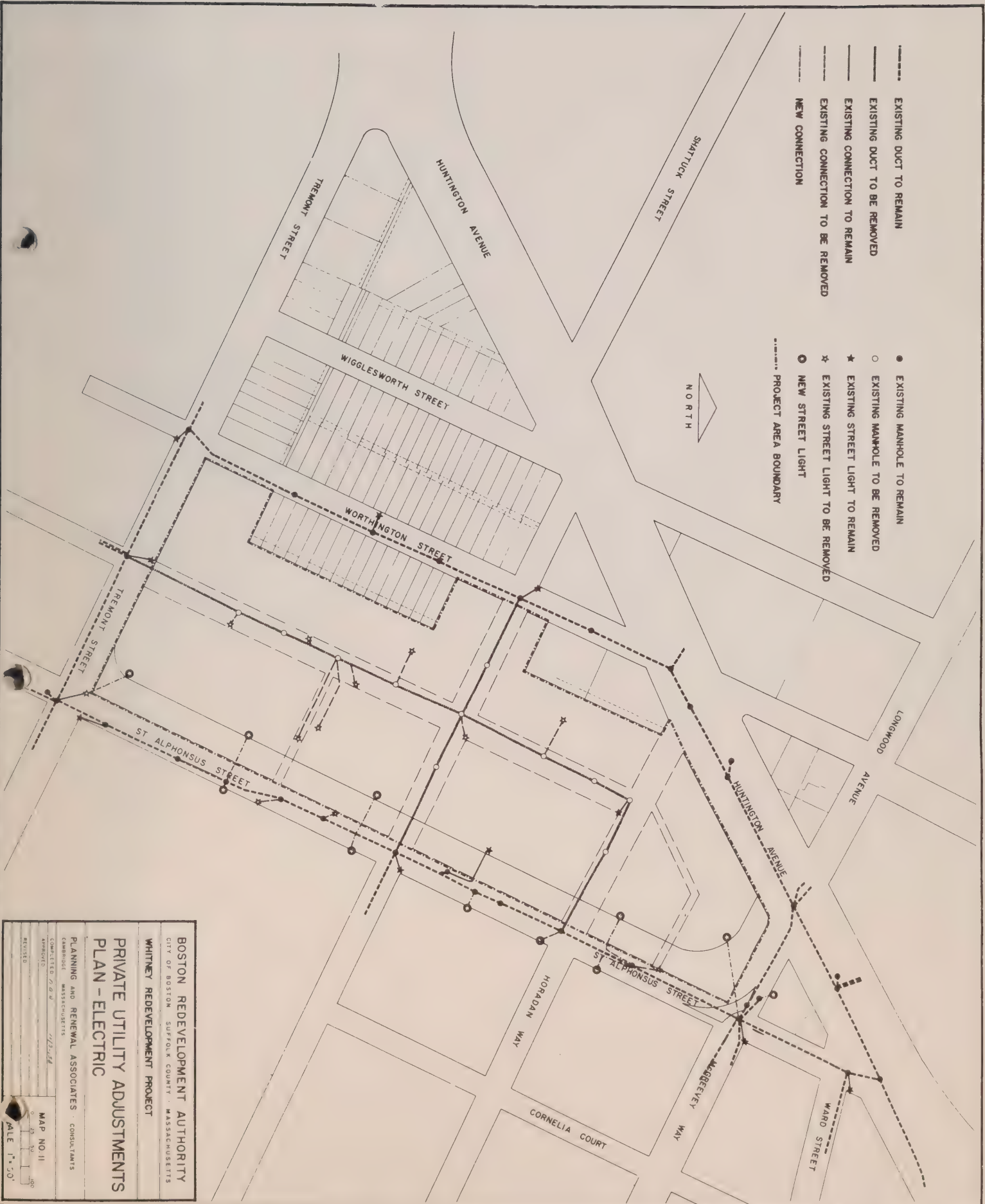


BOSTON REDEVELOPMENT AUTHORITY  
CITY OF BOSTON SUFFOLK COUNTY MASSACHUSETTS  
WHITNEY REDEVELOPMENT PROJECT  
PRIVATE UTILITY ADJUSTMENTS  
PLAN - TELEPHONE

PLANNING AND RENEWAL ASSOCIATES CONSULTANTS  
CAMB. 10  
MASSACHUSETTS  
DATE: 11-1-78  
MAP NO. 10  
SCALE: 1" = 50'



- EXISTING DUCT TO REMAIN
- EXISTING DUCT TO BE REMOVED
- EXISTING CONNECTION TO REMAIN
- EXISTING CONNECTION TO BE REMOVED
- NEW CONNECTION
- EXISTING MANHOLE TO REMAIN
- EXISTING MANHOLE TO BE REMOVED
- ★ EXISTING STREET LIGHT TO REMAIN
- ★ EXISTING STREET LIGHT TO BE REMOVED
- NEW STREET LIGHT
- PROJECT AREA BOUNDARY



BOSTON REDEVELOPMENT AUTHORITY  
 CITY OF BOSTON · SUFFOLK COUNTY · MASSACHUSETTS  
 WHITNEY REDEVELOPMENT PROJECT  
 PRIVATE UTILITY ADJUSTMENTS  
 PLAN - ELECTRIC

PLANNING AND RENEWAL ASSOCIATES · CONSULTANTS  
 CAMBRIDGE · MASSACHUSETTS  
 COMPLETED 7/8/88  
 APPROVED 11/3/88  
 REVISED  
 MAP NO. II  
 SCALE 1" = 50'

----- EXISTING GAS LINE TO REMAIN  
——— EXISTING GAS LINE TO BE ABANDONED  
- - - - - PROJECT AREA BOUNDARY



BOSTON REDEVELOPMENT AUTHORITY  
CITY OF BOSTON · SUFFOLK COUNTY · MASSACHUSETTS  
WHITNEY REDEVELOPMENT PROJECT  
PRIVATE UTILITY ADJUSTMENTS  
PLAN - GAS  
PLANNING AND RENEWAL ASSOCIATES · CONSULTANTS  
CAMBRIDGE · MASSACHUSETTS  
COMPLETED 7/1/80  
APPROVED  
MAP NO. 12  
SCALE 1" = 50'



- EXISTING TELEPHONE COMPANY CONDUIT TO REMAIN
- EXISTING POLICE CABLE TO REMAIN
- NEW POLICE CABLE
- EXISTING FIRE CABLE TO REMAIN
- NEW FIRE CABLE
- EXISTING TELEPHONE MANHOLE TO REMAIN
- EXISTING FIRE MANHOLE TO REMAIN
- ▲ EXISTING POLICE BOX TO REMAIN
- ▲ EXISTING POLICE BOX TO BE RELOCATED
- ▲ NEW LOCATION OF POLICE BOX
- ★ EXISTING FIRE ALARM BOX TO REMAIN
- ★ EXISTING FIRE ALARM BOX TO BE RELOCATED
- NEW LOCATION OF FIRE ALARM BOX
- PROJECT AREA BOUNDARY



BOSTON REDEVELOPMENT AUTHORITY  
 CITY OF BOSTON - SUFFOLK COUNTY, MASSACHUSETTS  
 WHITNEY REDEVELOPMENT PROJECT  
 FIRE AND POLICE  
 COMMUNICATIONS PLAN

PLANNING AND RENEWAL ASSOCIATES - CONSULTANTS  
 CAMBRIDGE, MASSACHUSETTS  
 COMPLETED 7/1/84  
 APPROVED  
 MAP NO. 13  
 LE 1"=50'  
 MAP NO. 13  
 LE 1"=50'





THIS INDENTURE OF LEASE made as of the \_\_\_\_\_ day  
of \_\_\_\_\_ 19\_\_\_\_, by and between BOSTON REDEVELOPMENT  
AUTHORITY a public body politic and corporate, duly organized and existing  
under the laws of the Commonwealth of Massachusetts, hereinafter referred to  
as "the Landlord", and  
a Massachusetts corporation organized under the provisions of Chapter 121A of  
the General Laws of said Commonwealth, hereinafter referred to as "the Tenant",

WITNESSETH THAT:  
-----

The Landlord, for and in consideration of the rents, covenants and  
agreements hereinafter reserved and contained, on the part of the Tenant, its  
successors and assigns, to be paid, kept and performed, has demised and leased,  
and by these presents does demise and lease, unto the Tenant, and the Tenant  
does hereby take and hire the real property in Boston, Massachusetts, described  
in Schedule A attached hereto, subject to the applicable provisions of Chapter  
121 and Chapter 121A of the General Laws of said Commonwealth, to the provisions  
of the Redevelopment Plan referred to in Section 1(a) of Article II hereof, and  
subject to all of the conditions hereinafter expressed.

Said premises are hereinafter referred to as "the demised premises".

NOTWITHSTANDING anything herein contained to the contrary, it is  
expressly understood and agreed that in the event a mortgage shall hereafter be  
placed upon the leasehold, and whether or not any such mortgage is insured under  
the National Housing Act, the mortgagee thereunder or its assigns, or the Federal  
Housing Commissioner, or his successors in office, shall have the option in the  
event that such mortgagee or assigns, or the Federal Housing Commissioner or  
his successor in office through the operation of his contract of mortgage insurance,  
shall acquire title to the leasehold interest, to purchase good and marketable fee  
title to the demised premises free of all liens and encumbrances except such as  
may be waived or accepted by any such mortgagee or assigns, or the Federal



Housing Commissioner, or his successor in office, so acquiring the leasehold interest, but subject to the leasehold interest hereby created, within twelve (12) months after so acquiring the leasehold interest, for the sum of

Dollars payable in cash, or by certified check, provided all rents and additional rents are paid to date of transfer of title, upon first giving sixty (60) days' written notice to the Landlord or other person or corporation who may then be the owner of the fee, and the owner of the fee shall thereupon execute and deliver to such mortgagee or assigns, or the Federal Housing Commissioner, or his successor in office, if the option is exercised by him, a deed of conveyance in statutory form for recording for the said demised premises, containing a covenant against the grantor's acts, excepting therefrom acts of the Tenant and those claiming by, through or under the Tenant or the leasehold interest; but it is expressly understood and agreed that this right to purchase the fee is, and is to remain, prior and paramount in the Federal Housing Commissioner, in the event that he becomes the owner of the leasehold, and that he may exercise such right under the provisions of this instrument without regard to who may be the owner of the fee at the time of his offer to exercise such right, and notwithstanding the fact that the mortgagee may have previously exercised its right to purchase the fee.

Nothing in this option shall require the Landlord to pay any taxes or assessments which were due and payable by the Tenant as additional rent up to the date of the transfer of title.

#### ARTICLE I Term and Rental

Section 1. TO HAVE AND TO HOLD the demised premises unto the Tenant, its successors and assigns, for the term commencing on the day of 19 , and, unless this Lease shall be sooner terminated as hereinafter provided, ending at midnight of that day which is seventy-five (75) years after the day on which the final endorsement of the Federal Housing Commissioner is made upon the note to be given by the Tenant to a bank or other



lending institution, the proceeds of which note will be used by the Tenant to finance the improvements which the Tenant will make upon the demised premises in accordance with the terms of the agreement between the Landlord and Redevelopers, Inc. dated . The day on which said

endorsement is made is hereinafter referred to as "the Endorsement Date".

Under the applicable federal statutes and regulations said endorsement will be made by the Federal Housing Commissioner when said improvements have been completed by the Tenant and the requirements of the Federal Housing Commissioner in connection with the construction and completion of said improvements have been complied with.

Section 2. The Tenant covenants and agrees to make to the Landlord the following payments during the term of this Lease:

(i) For the period from the commencement of the term hereof to and including the day before the Endorsement Date, the net basic payment of one (1) Dollar, due and payable upon the execution of this Lease, plus an additional sum equal to the amount, if any, by which fifteen (15) per cent of the Tenant's gross income derived from the demised premises during said period exceeds the amount of the excise tax which is payable by the Tenant under the provisions of Chapter 121A of the Massachusetts General Laws and accrues during said period.

(ii) During the period of forty (40) years which begins on the Endorsement date:

(a) During the first twenty (20) years of said forty (40) year period, in order to compensate the Landlord for the reuse value of the land comprising the demised premises and to provide the Landlord with a fair return on that value, a net basic payment for each calendar year included within said twenty (20) year period of eight thousand (\$8,000.) Dollars and at that rate for a fractional calendar year included within said twenty (20) year period; in addition,

(b) As consideration for the Landlord's permitting the Tenant to engage in and operate the apartment house project to be erected on the demised premises pursuant to the agreement between the Landlord and Redevelopers, Inc. mentioned



above, a payment for each calendar year and fractional calendar year included within said forty (40) year period equal to the amount, if any, by which in each such calendar year or fractional calendar year fifteen (15) per cent of the Tenant's gross income derived from the demised premises exceeds the amount of said excise tax payable by the Tenant under the provisions of said Chapter 121A with respect to such calendar year or fractional calendar year, provided, however, that in no event shall the payment under this Clause (b) at any time during said forty (40) year period be less in any calendar year than the amount, if any, by which forty thousand (\$40,000.) Dollars exceeds said excise tax payable for that calendar year or be less in any fractional calendar year than the amount, if any, by which forty thousand (\$40,000.) Dollars multiplied by the proportion of that fractional calendar year to the full calendar year of which it is a part exceeds the excise tax accrued during such fractional calendar year.

(iii) During the balance of the term, as consideration for the Landlord's permitting the Tenant to engage in and operate said apartment house project, a payment for each calendar year and fractional calendar year equal to one (1) per cent of the Tenant's gross income derived from the demised premises in such calendar year or fractional calendar year.

The net annual basic payment provided for in Clause (ii) (a) above shall be payable in arrears on the last day of each calendar year or fractional calendar year.

The payments provided for in Clauses (ii) (b) and (iii) and the sum provided for in Clause (i) above in addition to the net basic payment of one (1) Dollar referred to therein shall, with respect to each period for which such payments are provided, be due and payable ninety (90) days after the end of that period. The term "calendar year" refers to each calendar year of twelve (12) months which follows the Undersement Date and is included within the term and/or any further period of occupancy of the demised premises by the Tenant or anyone claiming under the Tenant. If a calendar year is partly within and partly without the period which begins on the Undersement Date and ends at the expiration of the term or such further period of occupancy, the part so included is referred to as a "fractional



calendar year".

With each payment made under the provisions of Clauses (ii) (b), (iii) and the provisions of clause (i) requiring the payment of a sum additional to the net basic payment of one (1) Dollar, the Tenant shall deliver to the Landlord a statement showing the amount and in reasonable detail the manner of computation of such payment, which statement shall be prepared on the accrual system of accounting and be certified to the Landlord by independent public accountants of recognized standing selected by the Tenant. The Tenant covenants and agrees to install and to keep and maintain at all times an accounting system recording all the information required for the computation of the payments due under said Clauses (i), (ii) (b) and (iii). All such records may be inspected by the Landlord's representatives at the Landlord's own expense during regular business hours and the Landlord's representatives may make extracts therefrom. The Tenant may destroy records relating to a past calendar year or fractional calendar year not earlier than three (3) years after the close of the calendar year or fractional calendar year. The term "gross income derived from the demised premises" shall include all revenues and income of any kind so derived directly or indirectly including rental and other payments from sublessees, subtenants and concessionaires of the Tenant, but excluding the revenues and income of any sublessee, subtenant, or concessionaire and refunds and rebates and amounts received for federal, state or local taxes which are payable by or passed on to sublessees, subtenants or concessionaires.

All of the foregoing payments shall be payable by the Tenant to the Landlord at such place as the Landlord may from time to time designate in writing.

This Lease is made on the foregoing and following covenants and conditions, all and everyone of which the Landlord and the Tenant covenant and agree to keep and perform.

The Tenant covenants and agrees to pay or cause to be paid without notice or demand and without deduction or set-off of any amount for any reason whatsoever except as may be otherwise herein specifically provided, all of the foregoing payments herein reserved and all other sums which under any provisions



of this Lease may become due hereunder at the times and in the manner in this Lease provided.

## ARTICLE II Use of Premises

Section 1. (a) The Tenant shall devote the demised premises to the use specified in the document entitled "Land Assembly and Redevelopment Plan Whitney Redevelopment Area", a copy of which is annexed hereto marked "B" and shall not use the demised premises or any part thereof for any other purpose.

(b) The tenant shall not execute any covenant, agreement, lease, assignment or other instrument whereby the demised premises are restricted upon the basis of race, creed or color in the sale, lease or occupancy of the demised premises and shall not prefer any person nor refuse any person occupancy because he has children in his household or because of race, creed or color and the Tenant shall not segregate the occupants of the demised premises because of race, creed or color.

Section 2. The Tenant shall not demolish the improvements on the demised premises, in whole or in part, unless such demolition is done for the purpose of, or as an incident to, the erection of new improvements, or the repair or replacement of then existing improvements, and then only with the written consent of the Landlord, any mortgagee of the lessor interest in this Lease, any mortgagee of the lessee interest in this Lease and, if any mortgage of the lessor or lessee interest in this Lease is insured pursuant to the provisions of the National Housing Act, of the Federal Housing Commissioner.

Section 3. The Tenant covenants that it will permit, commit, or suffer no waste, impairment or deterioration of the demised premises or the improvements thereon, or any part thereof.

Section 4. The Landlord agrees that, within ten (10) days after receipt of written request from the Tenant, it will join in any and all applications for permits, licenses or other authorizations required by any governmental or other body claiming jurisdiction in connection with any work which the Tenant may do hereunder, and will



also join in any grants for licenses for electric, telephone, gas, water, sewer and such other public utilities and facilities as may be reasonably necessary in the operation of the demised premises or of any improvements that may be erected thereon; and if, at the expiration of such ten (10) days' period, the Landlord shall not have joined in any such application, or grants for licenses, the Tenant shall have the right to execute such application and grants in the name of the Landlord, and, for that purpose, the Landlord hereby irrevocably appoints the Tenant as its attorney-in-fact to execute such papers on behalf of the Landlord.

### ARTICLE III Payment of Taxes, Assessments, Etc.

Section 1. The Tenant covenants and agrees to pay, or cause to be paid, as additional rent, before any fine, penalty, interest or cost may be added thereto all excise taxes of the Tenant, all real estate taxes, assessments, water rates, sewer rents and charges, and other governmental charges, general and special, ordinary and extraordinary, unforeseen as well as foreseen, of any kind and nature whatsoever, including, but not limited to assessments for public improvements or benefits (all of which taxes, assessments, water rates, sewer rents or charges, levies and other governmental charges are hereinafter referred to as "imposition") which are assessed, levied, confirmed, imposed, or become a lien upon the demised premises, or become payable during the term of this Lease; provided, however, that if, by law, any such imposition is payable, or may at the option of the Tenant be paid, in installments (whether or not interest shall accrue on the unpaid balance of such imposition), the Tenant may pay the same (and any accrued interest on the unpaid balance of such imposition) in installments as the same respectively become due, and before any fine, penalty, interest or cost may be added thereto for the non-payment of any such installment and interest; and provided further that any imposition relating to a fiscal period of the taxing authority, a part of which period is included within the term of this Lease, and a part of which is included in a period of time before or after the term of this Lease, shall (whether or not such imposition shall be assessed, levied, confirmed, imposed, or become a lien upon the demised



premises, or shall become payable, during the term of this lease) be apportioned as between the Landlord and the Tenant as of the beginning and termination of the term of this Lease. With respect to any imposition for public improvements or benefits which by law is payable, or at the option of the taxpayer may be paid, in installments, the Landlord shall pay the installments thereof which become due and payable subsequent to the termination of the term of this Lease, and the Tenant shall pay those installments which become due and payable during the term of this Lease.

Section 2. Nothing in this Lease contained shall require the Tenant to pay any franchise, estate, inheritance, succession, capital levy or transfer tax of the Landlord, or any income, excess profits or revenue tax, or any other tax, assessment, charge or levy upon the basic rent payable by the Tenant under this Lease. If the Tenant is required by law to pay any of the same the Landlord shall reimburse the Tenant with interest at the rate of four (4) per cent per annum.

Section 3. The Tenant covenants to furnish, or cause to be furnished, to the Landlord, and to any holder of a mortgage of the Tenant's leasehold estate and/or Federal Housing Commissioner, if such mortgage is insured under the National Housing Act, within thirty (30) days after the date whenever any such imposition is due and payable by the Tenant, as in this Article provided, official receipts of the appropriate taxing authority, or other proof satisfactory to the Landlord, and to such mortgagee and/or Federal Housing Commissioner, evidencing the payment thereof.

Section 4. The Tenant shall have the right to contest the amount or validity of any such imposition by appropriate legal proceedings (but this shall not be deemed or construed in any way as relieving, modifying or extending the Tenant's covenants to pay or its covenants to cause to be paid any such imposition at the time and in the manner as in this Article provided), on condition, however, that such legal proceedings shall not operate to prevent the collection of the imposition so contested and shall not cause the sale of the demised premises, or any part thereof, to satisfy the same, and the Tenant shall have deposited with a bank or trust company as Trustee (or, if there is a mortgage on the Tenant's leasehold estate, with



such mortgagee, and, if such mortgage is insured under the National Housing Act, with such mortgagee and/or Federal Housing Commissioner), as security for the payment of such imposition, money in amount sufficient to pay such imposition, together with all interest and penalties in connection therewith, and all charges that may or might be assessed against, or become a charge on, the demised premises, or any part thereof, in said legal proceedings. Upon the termination of such legal proceedings, or at any time when the Landlord, or such mortgagee and/or Federal Housing Commissioner shall deem the moneys deposited with it to be insufficient security for the purpose for which they are deposited, the Tenant shall forthwith, upon demand, deposit with such depository, or such mortgagee and/or Federal Housing Commissioner, such additional money as is sufficient and necessary for the purpose for which said money was originally deposited, and upon failure of the tenant so to do, the said moneys so deposited shall be applied to the payment, removal and discharge of said imposition, and the interest and penalties in connection therewith, and the charges and costs accruing in such legal proceedings, and the balance, if any, shall be paid to the Tenant, provided the Tenant is not in default under this Lease. In the event that such moneys shall be insufficient for this purpose, the Tenant shall forthwith pay over to the Landlord, or such mortgagee and/or Federal Housing Commissioner an amount of money sufficient, together with the moneys so deposited pursuant to this Article to pay the same. In the event of any default by the Tenant under this Lease, the Landlord, or such mortgagee and/or Federal Housing Commissioner, is authorized to use the money deposited under this Article to apply on account of such default or to pay the said imposition. The Tenant shall not be entitled to interest on the moneys deposited pursuant to this Article.

Section 5. The Landlord agrees to join in any such proceedings if the same be required to legally prosecute such contest of the amount or validity of such imposition, provided, however, that the Landlord shall not thereby be subjected to any liability for the payment of any costs or expenses in connection with any proceedings brought by the Tenant; and the Tenant covenants to indemnify and save



harmless the Landlord from any such costs or expenses. The Tenant alone shall be entitled to any refund of any such imposition and penalties or interest thereon which have been paid by the Tenant or paid by the Landlord and for which the Landlord has been fully reimbursed.

If there is a mortgage on the Tenant's leasehold estate, and if the holder of such mortgage advanced and paid, in behalf of the Tenant, any such imposition and penalties or interest thereon, the Tenant shall be entitled to any refund of any such imposition and penalties or interest thereon paid by the mortgagee and for which the mortgagee has been fully reimbursed by the Tenant.

Section 5. The certificate, advice or bill of the appropriate official designated by law to make or issue the same or to receive payment of any such imposition, of the non-payment of any such imposition, shall be conclusive evidence that such imposition is due and unpaid at the time of the making or issuance of such certificate, advice or bill.

#### ARTICLE IV Insurance

Section 1. The Tenant shall, at its sole cost and expense at all times during the term of this Lease, keep in force the following insurance:

(a) Fire insurance with the endorsement now known as "extended coverage No. 4" insuring the buildings and improvements hereafter erected upon the demised premises and all equipment, fixtures, motors and machinery therein, and all additions thereto, and replacements thereof, in an amount at least equal to eighty (80) per cent of the full insurable value thereof as determined from time to time by agreement or by appraisal made at the expense of the Tenant by an accredited insurance appraiser approved by the Landlord, which may be required by either party whenever three (3) years have elapsed since the last such agreement or appraisal.

(b) Comprehensive liability insurance indemnifying the Landlord and Tenant against all claims for injury to or death of persons or damage to property which may be claimed to have occurred upon the demised premises or the sidewalks or ways adjoining them in amounts which shall be not less than ten thousand (\$10,000.) Dollars



for property damage, one hundred thousand (\$100,000.) Dollars for injury or death of one person, and three hundred thousand (\$300,000.) Dollars for injury or death of more than one person in any single accident.

All such insurance shall be by standard policies written by financially sound and responsible insurance companies authorized to do business in the Commonwealth of Massachusetts with loss payable, under the standard mortgagee clause in the case of all casualty insurance carried under Clause (a) above, to any holder of a mortgage of the leasehold estate hereunder and, if such mortgage be insured under the National Housing Act, to the Commissioner as their respective interests may appear, and, in the event that there is no mortgage on the leasehold estate hereunder, with loss payable to the Landlord and the Tenant. The original copies of all policies of insurance shall be held by the holder of any mortgage of the leasehold estate hereunder or by the Commissioner if such mortgage be insured under the National Housing Act, as the Commissioner shall from time to time direct, and if there be no such mortgage shall be held by the Tenant. The Tenant shall deliver to the Landlord certificates of all such insurance from time to time in force. All policies of such insurance shall provide that they cannot be cancelled or terminated until after at least fifteen (15) days' prior notice has been given to each insured party to the effect that such policies are to be cancelled or terminated at a particular time. In the event the Tenant at any time refuses, neglects or fails to secure and maintain in full force and effect any or all of the insurance required pursuant to this Lease, the Landlord, at its option, may procure or renew such insurance, and all amounts of money paid therefor by the Landlord shall be payable by the Tenant to the Landlord with interest thereon at the rate of six (6) per cent per annum from the date the same were paid by the Landlord to the date of payment thereof by the Tenant. The Landlord shall notify the Tenant in writing of the date, purposes, and amounts of any such payments made by it.

Notwithstanding the foregoing provisions, the Tenant shall at all times keep in force so long as any mortgage of the leasehold estate is insured under the National Housing Act insurance covering such hazards in such amount and in such



form as the Commissioner may from time to time require even though such requirements may be inconsistent with said foregoing provisions.

Section 2. The Landlord shall not take out separate insurance concurrent in form or contributing in the event of loss with that specifically required to be furnished by the Tenant under this Article IV unless the same shall provide for the payment of the proceeds as in this Article IV provided. The Landlord may at its own expense, however, take out separate insurance which is not concurrent in form or not contributing in the event of loss with that specifically required to be furnished by the Tenant under this Article IV.

Repealed by the Landlord

#### ARTICLE V

##### Damage or Destruction by fire or other Casualty

Section 1. Notwithstanding any law to the contrary, any loss or damage by fire or other casualty of or to any of the improvements on the demised premises at any time shall not, except as otherwise provided in this Article V, operate to terminate this Lease or to relieve or discharge the Tenant from the payment of the rent, or any public charge in respect thereto, pursuant to this Lease, as the same may become due and payable as provided in this Lease, or from the performance and fulfillment of any of the Tenant's obligations, pursuant to this Lease.

Section 2. (a) Whenever any improvement, or any part thereof, constructed on the demised premises, shall have been damaged or destroyed, the Tenant shall proceed promptly to establish and collect all valid claims which may have arisen against insurers or others based upon any such damage or destruction.

(b) Any and all sums of money received by the Tenant as payments for any loss or losses under said insurance policies shall, if the Landlord so demands, be first applied to the payment of any unpaid public charges and payments due under Article I. The balance of the insurance money shall be used and expended for the purpose of fully repairing or reconstructing the improvements which have been destroyed or damaged to a condition at least comparable to that



existing at the time of such damage or destruction to the extent that the insurance money may permit. If there be any excess of insurance proceeds after such repair or reconstruction has been fully completed such excess shall be retained by the Tenant.

(c) The Tenant, with the approval of the Landlord, may determine that all or any part of any such damage to or destruction of such improvements shall not be reconstructed, restored, or repaired and in such event, the proceeds of any claims against insurers or others arising out of such damage or destruction, to the extent not used for such reconstruction, restoration or repair shall be retained by the Tenant.

Section 3. The Tenant shall commence to reconstruct or repair any improvements and equipment on the demised premises which have been destroyed or damaged within a period not to exceed six (6) months after the insurance proceeds in respect of such destroyed or damaged property have been received by the Tenant (or, if the conditions then prevailing require a longer period, such longer period as the Landlord shall specify in writing) shall well and diligently and with prompt dispatch prosecute the same as may be necessary to fully complete such reconstruction or repair within twenty-four (24) months from the start thereof, provided, however, that in the event there is a mortgage on the leasehold estate hereunder insured by the National Housing Act, the proceeds of payments for losses covered by insurance policies held by the mortgagee shall be collected and applied in accordance with the applicable regulations of the National Housing Act and the mortgage contract. This provision shall also apply to Section 2 preceding. It is further understood that if for any cause not within the reasonable control of the Tenant, such as, but not limited to, existing state of war or national emergency it shall be impossible to begin reconstruction or repair within one (1) year after the insurance proceeds in respect of the destroyed or damaged property have been received, the entire insurance proceeds shall be first applied to the payment of any unpaid public charges and payments due under Article I, next, to the payment of the outstanding balance on any mortgage on the leasehold estate,



and the excess, if any, shall be retained by the Tenant. In such event either party may elect to cancel this Lease by giving written notice to the other within thirty (30) days following the expiration of such one-year period, and if such election is made, this Lease shall be terminated as of the day of such damage or destruction and all payments shall be apportioned as of the date of such termination.

Section 4. The provisions of sections 2 and 3 of this article shall apply only in the event the damage or destruction to improvements on the demised premises occurs prior to the expiration of fifty-five years after the Reversion Date and is the result of casualty against which the Tenant is required to carry insurance either under the provisions of this Lease or under the provisions of any mortgage of the leasehold interest, if such mortgage be in effect at the time of such damage or destruction. If such damage or destruction occurs on or after the expiration of said fifty-five year period or is the result of any casualty against which the Tenant is not so required to insure, the Tenant shall not be required to reconstruct, restore or repair such improvements, but may elect to do so at its own expense by giving written notice of such election to the Landlord within thirty (30) days after occurrence of such damage or destruction, and if the Tenant does not so elect, either party may elect to cancel this Lease by giving written notice to the other of the exercise of that election within sixty (60) days after the occurrence of such damage or destruction, and if such election is made, this Lease shall be terminated as of the day of such damage or destruction and all payments shall be apportioned as of the date of such termination.

#### ARTICLE VI Landlord's Right to Perform Tenant's Covenants

The Tenant covenants and agrees that if it shall at any time fail to pay or cause to be paid any imposition pursuant to the provisions of Article III hereof, then the Landlord may, but shall not be obligated so to do, but after thirty (30) days' written notice to or demand upon the Tenant and without waiving or releasing the Tenant from any obligations of the Tenant in this Lease contained, pay any such imposition. All sums so paid by the Landlord together with interest thereon at the rate of four (4) per cent per annum from the date of the making of



such expenditure by the Landlord shall be deemed additional rent hereunder and, except as otherwise in this Lease expressly provided, shall be payable to the Landlord on demand, or, at the option of the Landlord may be added to any basic rent then due or thereafter becoming due under this Lease, and if there is a mortgage on the Tenant's leasehold, the Landlord shall also give written notice to such mortgagee, which notice shall contain the amount and nature of such expenditure, and the date or dates, demand was made on the Tenant for payment, with a certification duly authorized as to the validity and accuracy thereof, and the Tenant covenants to pay or cause to be paid any such sum or sums with interest as aforesaid, and the Landlord shall have (in addition to any other right or remedy of the Landlord) the same rights and remedies in the event of the non-payment thereof by the Tenant as in the case of default by the Tenant in the payment of the basic rent.

#### ARTICLE VII

##### Compliance with Orders, Ordinances, etc.

Section 1. The Tenant covenants throughout the term of this Lease, at the Tenant's sole cost and expense, promptly to comply with all laws and ordinances and the orders, rules, regulations and requirements of all federal, state and municipal Governments and appropriate departments, commissions, boards and officers thereof, and the orders, rules and regulations of the Board of Fire Underwriters, or any other body now or hereafter constituted, exercising similar functions, and whether or not the same require structural repairs or alterations, which may be applicable to the demised premises, and the sidewalks, curbs and vaults, if any, adjoining the demised premises or the use, or manner of use of the demised premises. The Tenant will likewise observe and comply with the requirements of all policies of public liability, fire and all other policies of insurance at any time in force with respect to the building and improvements on the demised premises, and the equipment thereof.

Section 2. The Tenant shall have the right to contest by appropriate legal proceedings, without cost or expense to the Landlord, the validity of any law, ordinance, order, rule, regulation or requirement of the nature herein referred to and if by the terms of any such law, ordinance, order, rule, regulation or



requirement, compliance therewith may legally be held in abeyance without the incurrance of any lien, charge or liability of any kind against the fee of the demised premises or the Tenant's leasehold interest in said premises, and without subjecting the Tenant or the Landlord to any liability of whatever nature for failure so to comply therewith, the Tenant may postpone compliance therewith until the final determination of any such proceedings, provided that all such proceedings shall be prosecuted with all due diligence and dispatch.

#### ARTICLE VIII Mechanics' Liens

The Tenant shall not suffer or permit any mechanics' liens to be filed against the fee of the demised premises, nor against the Tenant's leasehold interest in said premises, by reason of work, labor, services or materials supplied, or claimed to have been supplied, to the Tenant, or any one holding the demised premises or any part thereof, through or under the Tenant; and nothing in this Lease contained shall be deemed or construed in any way as constituting the consent or request of the Landlord, expressed or implied, by inference or otherwise, to any contractor, subcontractor, laborer or materialman for the performance of any labor or the furnishing of any materials for any specific improvement, alteration or repair of, or to, the demised premises, or any part thereof, nor as giving the Tenant any right, power or authority to contract for, or permit the rendering of, any services, or the furnishing of any materials that would give rise to the filing of any mechanics' liens against the fee of the demised premises. The Landlord shall have the right at all reasonable times to post, and keep posted, on the demised premises any notices that may be provided by law which the Landlord may deem to be necessary for the protection of the Landlord and the demised premises from mechanics' liens. If any such mechanics' lien shall at any time be filed against the demised premises, the Tenant covenants that it will promptly take and diligently prosecute appropriate action to have the same discharged; and, upon its failure so to do, the Landlord, in addition to any other right or remedy that it may have, may take such action as may be reasonably necessary to protect its interest, and any amount paid by the Landlord in connection



with such action, and all reasonable legal and other expenses of the Landlord in connection therewith, including reasonable counsel fees, court costs and other necessary disbursements, with interest thereon at the rate of six (6) per cent per annum from the date of payment, shall be repaid by the Tenant to the Landlord on demand.

#### ARTICLE IX Assignment and Subletting

The Tenant may at any time and from time to time without the consent of the Landlord, and upon such terms and conditions as the Landlord in its uncontrolled discretion shall determine (a) sublease all or portions of the demised premises, (b) mortgage its leasehold interest in the demised premises, and (c) assign its leasehold interest in the demised premises, provided that no such assignment or sublease of all of the premises shall be made before the underwriting date without the Landlord's consent and provided further that in the case of each assignment there is delivered to the Landlord a recordable instrument under the terms of which the assignee assumes all of the burdens, terms, conditions, covenants and obligations of the Tenant hereunder, whereupon the assigner shall be released from any further obligation under this Lease.

#### ARTICLE X Excavations on adjoining property

If any excavation or other building operation shall be about to be made or shall be made upon adjoining premises or streets, the Tenant shall permit the Landlord or the Landlord's agents or the owner or lessee of such adjoining premises, and their respective representatives, jointly or severally, to enter the demised premises and to shore the foundations and walls thereof, and to do any other act or thing necessary for or incidental to the safety or preservation of the demised premises, upon the Landlord's furnishing to the Tenant a good and sufficient bond or other adequate security for the protection of the Tenant's interest.

#### ARTICLE XI Eminent Domain

Section 1. If during the term of this Lease all of the demised premises shall be taken by any exercise of the right of eminent domain by any public or



other authority, or if part only of the demised premises is so taken or is damaged by any such exercise of the right of eminent domain and the remaining portion thereof or the part thereof damaged cannot by reasonable expenditure be restored to economically operable multiple family housing accommodations of a comparable kind and quality but not necessarily the same size as immediately before the taking, then this Lease and the term hereof shall terminate as of the time possession is required by the taking authority, or the date that such damage occurs, whichever is earlier, and rent and other payments shall be apportioned as of the date of termination.

Section 2. If a part of the demised premises shall be so taken or damaged and this Lease is not terminated pursuant to the foregoing provisions, it shall continue in full force and effect and a just proportion of the payments referred to in Section 2 of Article I shall be abated until the demised premises, or what may remain thereof, shall have been put in proper condition by the Tenant for use and occupancy and thereafter a just proportion of said payments, according to the nature and extent of the permanent diminution of value of the demised premises for use and occupancy shall be abated for the remainder of the period for which such payments are required to be made. The Tenant shall use due diligence in event of such partial taking to put the remainder of the demised premises in proper condition for use and occupancy so far as it can do so by expenditures not exceeding the net amount of the award paid to and retained by the Tenant under the provisions of Section 3 of this Article XI.

Section 3. The Tenant and the Landlord shall join in a single action to recover the entire award payable with respect to any taking or damage referred to in this Article and out of the net amount of such award after deducting the reasonable expenses of obtaining it, including without limitation, fees for services of attorneys and appraisers, the Tenant shall be entitled to receive and retain such portion thereof as represents the value of the buildings and improvements taken or damaged and, if this Lease remains in force, the consequential damages to the land, buildings, and improvements not taken or damaged, and the Landlord shall be entitled to receive and retain the balance. The portion of the award



received and retained by the Tenant shall not be included in or considered part of the Tenant's receipts for the purpose of determining the payments to be made under Section 2 of Article I.

Section 4. In event of a taking of all or any part of the demised premises for a temporary use, or in event of any temporary interruption of the use and occupancy of the demised premises or part thereof by reason of any taking, or in event of any taking of a temporary interest in the leasehold estate, this Lease shall continue in full force and effect and there shall be such abatement, if any, of payments under Section 2 of Article I as may be equitable, and the Tenant shall continue to be responsible for the performance of all the covenants, provisions and conditions hereof and shall be entitled to the entire amount of any award, to the extent that the award is made with respect to such period within the term hereby granted, and the proceeds of any such taking shall be included in and considered part of the Tenant's receipts for the purpose of determining the payments to be made under Section 2 of Article I.

#### ARTICLE XII

##### Default Provisions - Limitation of Tenant's Liability - Conditional Limitations.

Section 1. If, during the term of this Lease, the Tenant shall default in any payments to be made under Article I hereof, or shall make default in the performance of any other terms, provisions, or conditions of this Lease to be performed by the Tenant, and such default is not remedied and shall continue for thirty (30) days after written notice thereof by the Landlord to the Tenant, or if such default is not capable of being remedied within such time and the Tenant does not begin and proceed with due diligence to remedy such default within a reasonable time, the Landlord shall have the option of declaring this Lease terminated upon giving sixty (60) days' written notice to the Tenant of its election so to terminate; and if such latter notice is so given, the term hereof shall cease, determine and expire, except as hereinafter provided in this Article, at the expiration of said sixty (60) days as though such date of termination were originally set for the expiration hereof, and the Tenant's



obligations hereunder, except for the payment of past due rentals, shall cease and determine, and the Tenant shall be under no further obligation to the Landlord hereunder.

Section 2. If this Lease shall terminate by reason of the occurrence of any contingency mentioned in Section 1 of this article, and in the manner therein set forth, and if the Landlord shall obtain possession of the demised premises therefor, the Landlord agrees that the holder of any mortgage upon the leasehold estate of the Tenant in the demised premises shall have the right, for a period of six months subsequent to the termination of this Lease as in Section 1 of this article provided, to elect to demand a new lease of the demised premises of the character and, when executed and delivered and possession of the demised premises is taken thereunder, having the effect hereinafter set forth. Such new Lease shall be for a term to commence at the termination of this Lease as in said Section 1 provided, and shall have as the fixed date for the expiration thereof the same date stated in this Lease as the fixed date for the expiration thereof. The basic rent thereof shall be at the same rate as would have been applicable during such term of said new Lease under the provisions of this Lease, had this Lease not so expired or terminated, and all the terms, covenants, conditions and provisions of such new Lease, including, but not limited to, the conditional limitations set forth in this Lease, shall be the same as the terms, conditions and provisions of this Lease, except that the liability of the holder of such mortgage under such new Lease shall not extend beyond the period of its occupancy thereunder. If any such holder of any such mortgage as aforesaid shall elect to demand such new Lease within such six months' period, he shall give written notice to the Landlord of such election, and thereupon, within ten (10) days thereafter, the Landlord and such holder agree to execute and deliver such new Lease upon the terms above set forth, and such holder of any such mortgage shall, at the time of the execution, and delivery of such new Lease, pay to the Landlord all such basic rent and additional rent owing by the Tenant to the Landlord under the terms of this Lease immediately prior to the termination of this Lease as well as all such basic rent and additional rent which would have become payable hereunder by the



Tenant to the Landlord to the date of the execution and delivery of such new Lease, had this Lease not terminated, and which remain unpaid at the time of the execution and delivery of such new Lease, together with reasonable attorneys' fees and expenses, in connection therewith. But any holder of such mortgage shall be given credit for any available net rents and income actually collected in the meantime by the Landlord from the undertenants of the mortgaged leasehold premises. Any such new Lease as in this Section contemplated may, at the option of the holder of any such mortgage, be executed to a nominee of such holder, or to a corporation, without the holder of such mortgage assuming the burdens and obligations of the Tenant thereunder, beyond the period of its occupancy. If the holder of such mortgage shall elect to demand such new Lease as in this Section provided, the Landlord agrees for and in behalf of the holder of such mortgage to institute and pursue diligently to conclusion the appropriate legal remedy or remedies to oust or remove the then tenant from the demised premises.

Section 3. The Landlord agrees, if and so long as the leasehold estate of the Tenant is encumbered by a mortgage, to give to the holder of such mortgage (and if such mortgage is insured under the National Housing Act, to the Federal Housing Commissioner) notice of any default or of the happening of any contingency referred to in Section 1 of this Article, simultaneously with the giving of such notice to the Tenant, and the holder of any such mortgage and/or the Federal Housing Commissioner shall have the right within the period limited by any such notice and for an additional period of thirty (30) days thereafter, and to the same extent and with the same effect as though done by the Tenant, to take such action or to make such payment as may be necessary or appropriate to cure any such default or contingency so specified, it being the intention of the parties hereto that the Landlord shall not exercise its rights to terminate this Lease as in Section 1 of this Article provided without affording to the holder of any such mortgage and/or Federal Housing Commissioner the same rights and the same notices with respect to any such default or contingency and the same period or



periods of time within which to cure the same as are afforded to the Tenant hereunder (and a period of thirty (30) days thereafter,) and as are afforded to the mortgagee and/or Federal Housing Commissioner under Section 4 of this Article.

Section 4. Notwithstanding anything in this Article contained to the contrary, if the Landlord shall exercise its right to terminate this Lease as in Section 1 of this Article provided, the holder of any mortgage on the leasehold estate of the Tenant shall have the right for a period of six months subsequent to the expiration of the term of this Lease pursuant to the provisions of Section 1 of this Article, to pay or tender to the Landlord all basic rent and additional rent payable by the Tenant hereunder in arrears at the time of the payment or tender, with interest thereon from the due date to the date of payment at the rate of six (6) per cent per annum and the reasonable costs and charges which may have been incurred by the Landlord, and thereupon the holder of such mortgage shall be entitled to the possession of the demised premises under this Lease and may hold and enjoy the same according to the terms of the original demise hereunder, subject to the terms, covenants and conditions of said Lease without assuming the burdens and obligations of the Tenant hereunder, beyond the period of its occupancy hereunder.

Section 5. The Landlord shall not exercise its right to terminate this Lease as in this Article set forth during the term that the holder of any mortgage on the leasehold estate of the Tenant shall require to complete its remedies under such mortgage, provided, however, (a) such mortgagee proceeds promptly and with due diligence with its remedies under its mortgage on the leasehold estate and thereafter prosecutes same with all due diligence, and likewise completes same with all due diligence, (b) and there is paid to the Landlord the basic rent, additional rent, or impositions which have, or may, become due and payable during said period of time.

Section 6. Anything to the contrary herein contained notwithstanding, so long as there is upon the Tenant's leasehold estate a mortgage insured by or held by the Federal Housing Commissioner, or his successor in office under the National Housing Act, or any succeeding act, or so long as the Lease of the demised premises is in the said Commissioner, the Landlord shall not, without written permission from the



Commissioner, exercise its right to terminate this Lease for any cause whatsoever within a period of seven months from the giving to the Commissioner of written notice of the existence of a default. Within said seven months' period the Commissioner may reinstate said Lease by causing any and all existing defaults to be cured or may exercise the right granted the mortgagees under Section 2 of this Article.

Section 7. Provided there is no default under this Lease, of which notice has been given to any mortgagee of the leasehold estate of the Tenant in the manner provided in Section 3 of this Article, and if there exists an unpaid mortgage on the leasehold estate of the Tenant, the Landlord expressly agrees that it will not accept a surrender of the demised premises or a cancellation of this Lease from the Tenant prior to the termination of this Lease without the written consent of the holder of such mortgage and if such mortgage is insured under the National Housing Act, without the written consent of the Federal Housing Commissioner.

#### ARTICLE X III

##### Tenant's Option to Purchase the Demised premises

The Tenant is hereby given the option at any time after the expiration of forty (40) years from the Indorsement Date to purchase good and clear record and marketable title to the demised premises, free of all liens and encumbrances, except such as may be waived or accepted by the Tenant, but subject to the leasehold interest hereby created, for the sum of payable in cash or by certified check, provided all payments required to be made by the Tenant under Article I are paid to the date of transfer of title. Such option shall be exercised by written notice to the Landlord designating the date for the transfer of title, which date shall not be less than thirty (30) nor more than sixty (60) days after the giving of such notice, and in the event of such exercise, a deed of conveyance of the demised premises in statutory form for recording, containing a covenant against the grantor's acts, excepting therefrom such acts of the Tenant and those claiming by, through, or under the Tenant or the leasehold interest, shall be delivered at the time so designated and the place where such deed is then by law recordable. If prior to the exercise of such option any portion of the demised premises has been taken or damaged by exercise of the power of eminent domain,



the foregoing option shall remain in force and effect and the purchase price thereunder shall be reduced in the same proportion which the area so taken or damaged bears to the total area of the demised premises.

#### ARTICLE XIV

##### Invalidity of Particular Provisions

It is agreed that if any provisions of this Lease shall be determined to be void by any court of a competent jurisdiction then such determination shall not affect any other provisions of this Lease, all of which other provisions shall remain in full force and effect, and it is the intention of the parties hereto that if any provision of this Lease is capable of two constructions, one of which would render the provision void and the other of which would render the provision valid then the provision shall have the meaning which renders it valid.

#### ARTICLE XV

##### Notices

All notices, demands and requests which may or are required to be given by either party to the other shall be in writing. All notices, demands and requests by the Landlord to the Tenant shall be sent by United States Registered Mail, postage prepaid, addressed to the Tenant at the demised premises or at such other place as the Tenant may from time to time designate in a written notice to the Landlord. All notices, demands and requests by the Tenant to the Landlord shall be sent by United States Registered Mail, postage prepaid, addressed to the Landlord, at ~~the Landlord, at~~ or at such other place as the Landlord may from time to time designate in a written notice to the Tenant. Notices, demands and requests which shall be served upon the Landlord or the Tenant in the manner aforesaid shall be deemed sufficiently served or given for all purposes hereunder at the time such notice, demand, or request shall be mailed by United States Registered Mail as aforesaid in any post office or branch post office regularly maintained by the United States Government.

All notices, demands and requests which may be or are required to be given by the Landlord to the Tenant and by the Landlord and/or the Tenant to the



holder of any mortgage on the leasehold estate, shall also be sent to the Landlord and/or the Tenant as the case may be in writing by United States Registered Mail, postage prepaid, addressed to the holder of any mortgage of the leasehold estate of the Tenant in the demised premises at such place as the holder of such mortgage may from time to time designate in a written notice to the Landlord and/or the Tenant; and if such mortgage is insured under the National Housing Act, or held by the Federal Housing Commissioner or his successors in office, all notices, demands and requests by the Landlord and/or the Tenant shall also be sent by United States Registered Mail, postage prepaid, addressed to the Federal Housing Commissioner, his successors in office, at such place as he or they may from time to time designate in a written notice to the Landlord and/or the Tenant. Notices, demands and requests which shall be served upon the Landlord or the Tenant in the manner aforesaid shall be deemed sufficiently served or given for all purposes hereunder at the time such notice, demand or request shall be mailed by United States Registered Mail as aforesaid in any post office or branch office regularly maintained by the United States Government.

#### ARTICLE XVI Surrender of Premises

The Tenant shall upon termination of this Lease for any reason whatsoever surrender to the Landlord the buildings, structures, fixtures and building equipment, motors and machinery upon the demised premises, together with all alterations and replacements thereof, in good order, condition and repair except for reasonable wear and tear and damage by casualty which the Tenant is not obligated by this Lease to repair.

#### ARTICLE XVII Quiet Enjoyment

The Landlord covenants and agrees that the Tenant, upon paying the basic rent and all other charges herein provided for and observing and keeping the covenants, agreements and conditions of this Lease on its part to be kept, shall lawfully and quietly hold, occupy and enjoy said demised premises without hindrance or molestation.



**ARTICLE XVIII**  
**Estoppel Certificate by Tenant and Landlord**

The Tenant agrees at any time and from time to time upon not less than twenty (20) days' prior written request by the Landlord to execute, acknowledge and deliver to the Landlord and the Landlord agrees at any time and from time to time upon not less than twenty (20) days' prior written request by the Tenant, or any mortgagee of the Tenant's leasehold estate, to execute, acknowledge and deliver to the Tenant, or such mortgagee, a statement in writing certifying that this Lease is unmodified and in full force and effect (or if there have been modifications that the same is in full force and effect as modified and stating the modifications), and the dates to which the basic rent and other charges have been paid in advance, if any, and whether or not there is any existing default by the Tenant or notice of default served by the Landlord, it being intended that any such statement delivered pursuant to this Article may be relied upon by any prospective purchaser of the fee or leasehold or mortgagee or assignee of any mortgage upon the fee of the demised premises or any prospective mortgagee or assignee of any mortgage upon the leasehold estate or if such mortgage on the leasehold is insured under the National Housing Act, the Federal Housing Commissioner. A copy of such statement shall be delivered to the holder of any mortgage of the Tenant's leasehold estate, and to the Federal Housing Commissioner if such mortgage is insured under the National Housing Act.

**ARTICLE XIX**  
**Cumulative Remedies - No Waiver - No Oral Change**

Section 1. The specified remedies to which the Landlord may resort under the terms of this lease are cumulative and are not intended to be exclusive of any other remedies or means of redress to which the Landlord may be lawfully entitled in case of any breach or threatened breach by the Tenant of any provision of this Lease. The failure of the Landlord to insist in any one or more cases upon the strict performance of any of the terms, covenants or conditions of this Lease or to exercise any option herein contained shall not be construed as a waiver or a relinquishment for the future of such terms, covenants or conditions or option.



A receipt by the Landlord of rent with knowledge of the breach of any terms, covenants or conditions hereof shall not be deemed a waiver of such breach, and no waiver by the Landlord of any provision of this Lease shall be deemed to have been made unless expressed in writing and signed by the Landlord. In addition to the other remedies in this Lease provided, the Landlord shall be entitled to the restraint by injunction of the violation, or attempted or threatened violation, of any of the terms, covenants, conditions or provisions of this Lease.

Section 2. This Lease cannot be changed orally.

**ARTICLE XX**  
**Definition of Certain Terms, etc.**

Section 1. Wherever in this Lease the term "the building on the demised premises" or words of similar import appear, they shall be construed to mean the entire structure or structures on the demised premises, unless a more explicit meaning is clearly set forth.

Section 2. The captions of this Lease are for convenience and reference only and in no way define, limit or describe the scope or intent of this Lease nor in any way affect this Lease.

Section 3. Whenever in this Lease the term "mortgage" is used it shall be construed to include such terms as "deed of trust", "mortgage deed", or such classes of instruments as are commonly given to secure advances on, or the unpaid purchase price of, real estate, and leasehold estates, under the laws of the State, District or territory where the demised premises are situated, and/or the credit instruments, if any, secured thereby.

Section 4. Wherever in this Lease the term "mortgagee" or "the holder of the mortgage" or "such mortgagee" or words of similar import appear, they shall be construed to mean the original holder of such mortgage on the leasehold estate (or the original beneficiary or beneficiaries of any deed of trust on the leasehold estate) or any assignee thereof.

Section 5. Wherever in this Lease the term "Commissioner" is used, it shall be construed to mean the Federal Housing Commissioner under the National Housing Act, his successors in office or any person or agency hereafter designated



by law to perform his duties and functions.

Section 6. Wherever required by the context, the singular number shall include the plural number, the plural number shall include the singular number, the masculine gender shall include the neuter and feminine gender, the feminine gender shall include the masculine and neuter gender, and the neuter gender shall include the masculine and feminine gender.

#### ARTICLE XXI

##### Covenants to Bind and Benefit Respective Parties

IT IS FURTHER COVENANTED AND AGREED by and between the parties hereto that the covenants and agreements herein contained shall bind and enure to the benefit of the Landlord, its successors and assigns, and the Tenant, its successors and assigns, and if any required consent to any assignment hereof shall be had and obtained as hereinbefore set forth, same shall be subject to the provisions of Article VIII hereof.

If at any time during the term of this Lease, the leasehold estate is encumbered by the lien of a mortgage, then the rights afforded to the holder of such mortgage, as set forth in this Lease, shall, if such mortgage is insured under the National Housing Act, inure to the benefit of, and be exercisable by, the Federal Housing Commissioner, his successors in office, or any person or agency hereafter designated by law to perform his duties and functions.

The Landlord covenants and agrees upon the request of the Tenant to execute and deliver for the purpose of recording a so called statutory form notice of lease under the provisions of Massachusetts General Laws Chapter 183 Section 4.

#### ARTICLE XXII

##### Execution of Lease in Counterparts

This Lease was executed for the convenience of the parties in several counterparts, which are in all respects similar and each of which is to be deemed complete in itself, and any one of which may be introduced in evidence or used for any other purpose without the production of the other counterparts thereof.

BOSTON REDEVELOPMENT AUTHORITY  
by \_\_\_\_\_

By \_\_\_\_\_



" C "

PARCEL 2    -    WHITNEY STREET

Schedule C for Agreement between Boston Redevelopment Authority and Thomas O'Connor & Co., Inc. dated June 3, 1960

The land in Boston, Suffolk County, Massachusetts bounded and described as follows:

Northeasterly by Parcel 1 for a distance of approximately 260 feet;

Southeasterly by the proposed widened St. Alphonsus Street for a distance of approximately 295 feet;

Southwesterly by Parcel 3 for a distance of approximately 255 feet;

Northwesterly by land of part of number 23 and numbers 25, 27, 29 and 31 Worthington Street for a distance of approximately 75 feet;

Southwesterly by land of number 31 Worthington Street for a distance of approximately 80 feet;

Northwesterly by Worthington Street for a distance of approximately 145 feet;

Northeasterly by land at number 49 Worthington Street for a distance of approximately 78 feet;

Northeasterly by land at number 49 Worthington Street for a distance of approximately 75 feet;

Containing approximately 91,100 square feet, the whole being subject to final determination of an engineering survey.



STATE OF

MISSISSIPPI

ADJUTANT GENERAL

RECEIVED